APPENDIX
Volume II

Supreme Court of the United States

October Term, 1938

No. 624

Ollie A. Perkins, *Petitioner*,

v.

Standard Oil Company of California, *Respondent*.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

Supreme Court of the United States

October Term, 1968

No. 624

Clyde A. Perkins, *Petitioner*,

v.

Standard Oil Company of California, *Respondent*.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

INDEX

Volume 1

VOLUME 2

Appendix Page

Plaintiff's Exhibit No. 2

Plf. Exhibit 10-CC
Case 364-54
Rptr
Date Clerk

Plf. Exhibit 2 Rec
Case 364-54
Rptr
Date Clerk

CONSIGNMENT AGREEMENT

THIS AGREEMENT, executed the 6th day of April, 1953, between STANDARD OIL COMPANY OF CALIFORNIA, a Delaware corporation, hereinafter called "Standard," and LEE G. POWELL, CLYDE A. PERKINS, and DOROTHY K. HARRIS, hereinafter collectively called "Consignee,"

W I T N E S S E T H :

1. Standard agrees to consign to Consignee and Consignee agrees to receive and sell for Standard pursuant to the authority herein provided (but with no other authority), and upon the terms and conditions of this agreement, the products of Standard specified in paragraph 2 hereof, as marketed by Standard during the term of this agreement, and hereinafter referred to as "Products."

2. The products covered by this agreement are first brand gasoline, second brand gasoline, kerosene, diesel and furnace oils, stove oil, and automotive diesel fuel. Such products shall be of the same grade and quality as are distributed by Standard generally in the area covered by this agreement. If Standard discontinues marketing in said area any products agreed to be consigned hereunder, this agreement shall thereupon terminate as to such product or products; provided, however, any product marketed by Standard in said area in place of any such discontinued product may be included under this agreement under terms mutually agreed upon between the parties hereto.

3. Consignee is authorized to sell products consigned hereunder, on a non-exclusive basis, only in the area outlined and indicated on the print marked Exhibit "B" attached hereto and made a part hereof. Consignee shall not sell or distribute any of the products consigned hereunder to other than service station or consuming accounts. In the event Consignee desires to sell or distribute said products to resale accounts not selling through service stations exclusively, Standard's written consent shall first be secured.

4. The term of this agreement shall be from September 1, 1953, to August 31, 1958, and thereafter until terminated by twelve (12) months' prior written notice from either party to the other of intention so to do, provided, however, such notice shall not be served by either party prior to August 31, 1958.

5. Consignee shall receive products hereunder into tank cars or tank truck and trailers or barges, as arranged by Consignee, in minimum lots of [illegible],000 gallons, at supply points designated by Standard from time to time. At present, such supply point shall be Standard's Willbridge, Oregon, supply terminal. The measurement of quantities consigned hereunder shall be determined at said supply points at time of delivery to Consignee.

All products consigned in bulk hereunder and received by Consignee from Standard at said supply points shall, except as otherwise authorized by Standard, be placed by Consignee into storage tanks located at Consignee's bulk plants in the area covered by this agreement. Consignee's bulk plants in the area covered by this agreement are located at Vancouver, Washington, and Kenton, Oregon. Consignee agrees not to adulterate any product consigned hereunder or mix the same with any other product or substance whatsoever. Sales of said products from time to time made by Consignee on behalf of Standard shall be made by delivery out of the quantities so placed in storage

6. For the purpose of this agreement, the following quantities of products shall be deemed to constitute a sufficient operating consignment to be carried on hand by Consignee from time to time at Consignee's said bulk plants:

Product	Quantity - Gallons
First Brand Gasoline	73,215
Second Brand Gasoline	68,254
Kerosene	5,000
Stove Oil	36,755
Diesel/Furnace Oil	36,900
Automotive Diesel Fuel	5,000

If Consignee shall hereafter increase its storage capacity for products, then the amount of said operating consignment, at the option of Standard, may be increased in proportion to the said increase in storage capacity.

Commencing at the date of this agreement, Standard shall make, and Consignee shall take possession of, consignment deliveries of products until Consignee shall have the operating consignment of products above set forth. As Consignee makes sales of consigned products it shall account to Standard for the proceeds of such sales as hereinafter provided. As such sales are made, Consignee shall order such additional quantities of products as may be necessary to keep on hand a consigned stock equal to said operating consignment; provided that during the last month of the contract term Consignee may make sales hereunder out of said operating consignment without ordering such additional quantities, to the extent necessary to eliminate, so far as is practicable, the existence at the expiration of the contract of unsold consigned stocks to be redelivered to Standard. Standard shall have the right during business hours on any business day to inspect and measure the consigned stocks in Consignee's possession hereunder.

7. Consignee agrees to use its best efforts to promote the sale of products consigned hereunder, and it is agreed that such promotion of sale by Consignee should result in sales of the following specified quantities of products during each contract year of this contract:

Product	Specified Quantities (Gallons) First Contract Year (September 1, 1953 to August 31, 1954)	Each Contract Year From and After August 31, 1954
Gasolines (First Brand)	8,300,000	The immediately preceding contract year's specified quantity for the products involved, plus 10%.
(Second Brand)	13,700,000	
Kerosene	300,000	
Gas Oils (Stove Oil)	7,500,000	
(Furnace Oil)	8,200,000	
(Diesel Fuel)	4,200,000	
Automotive Diesel Fuel	100,000	

In the case of the products bracketed above, Consignee may reduce consignment deliveries of one product and increase those of another within the same product bracket by not more than twenty-five percent (25%) of the specified quantity of the former. Any such reductions and increases shall be adjusted for in applying the percentages hereafter stated in this Paragraph 7.

Except at Standard's option, it shall not be obligated under this agreement to make consignment deliveries during any contract year of quantities of any product in excess of the specified quantity of such products applicable to such contract year as above set forth in this paragraph. Specified quantities for a portion of a contract year shall be on a proportionate basis. Consignment deliveries hereunder shall be in approximately equal monthly quantities, subject to reasonable seasonal variations, but Standard may from time to time during such periods as it may deem appropriate, require consignment deliveries to be in approximately equal weekly or daily quantities. If Consignee fails to make sales in any contract year of at least sixty percent (60%) of the quantity of each product specified in this paragraph, it shall be deemed that Consignee has not fulfilled its obligation to use its best efforts to promote the sale of products consigned hereunder, and Standard shall have the right within thirty (30) days after the close of such contract year, to terminate this agreement by giving Consignee sixty (60) days' prior written notice of termination.

8. Title to all products consigned hereunder shall remain in Standard until sold by Consignee on behalf of Standard, and Standard shall bear the risk of loss or damage thereto occurring prior to delivery to the customer, except that loss or damage caused or contributed to by the fault of the Consignee or those employed by or acting for Consignee shall be borne by Consignee; and except that ordinary losses in handling, including, but not limited to, spillage and evaporation losses, shall also be borne by Consignee.

9. Products consigned hereunder shall be posted and sold by Consignee at the price posted or authorized by Standard at the time and place of sale for the same or similar products and particular type of delivery, quantity, and class of sale involved.

All sales hereunder shall be for cash unless Consignee elects to assume the risk for credit sales. If Consignee makes credit sales, Consignee will account to Standard for such sales as though the same had been made for cash.

Standard reserves the right to select its customers.

Subject to the provisions of paragraph 13 hereof, Consignee shall account to Standard for the proceeds of all sales hereunder, and the commissions to be paid by Standard to Consignee for selling the products consigned hereunder shall be determined, as provided in Exhibit "A" attached hereto and made a part hereof. All such proceeds shall be held by Consignee as trustee for Standard until such proceeds are paid to Standard as provided in Exhibit "A."

Consignee agrees to keep complete and accurate records of the sales made by it hereunder and of the proceeds of such sales.

All expenses incurred by Consignee in connection with Consignee's performance under this agreement, including (but not by way of limitation) all expenses of transportation, handling, storage, sale and distribution of the consigned products, shall be paid by Consignee, the amount of commissions payable to Consignee having been so computed as to allow for all such expenses.

10. All products consigned hereunder shall be sold under brand names or other product designations approved by Standard, and Consignee shall not authorize or permit said products to be resold under any other brand names or designations. Consignee agrees not to represent that products consigned hereunder are products of Standard, unless Standard otherwise authorizes Consignee in writing; and there shall be no identifications, designations or markings of any kind upon any transportation, storage or other facilities or equipment used for transporting or storing, or in connection with the handling or sale of any product consigned hereunder, that would identify any such product with Standard.

11. In connection with the performance of this agreement, Consignee is engaged in an independent business and nothing herein shall be construed as granting to Standard any right to control Consignee with respect to his conduct of said business. Standard has no right to exercise any control over any of Consignee's employees, all of whom are entirely under the control and direction of Consignee, who shall be responsible for their actions and omissions. Consignee shall at its own expense, during the term hereof, maintain full insurance under applicable Workmen's Compensation Laws, covering all persons subject to said laws employed by and working for Consignee in connection with the performance of this agreement, and upon request shall furnish Standard with satisfactory evidence of the maintenance of such insurance. Consignee shall pay and bear all contributions and payroll taxes required under the Federal Social Security Laws and State Unemployment Compensation Laws, or other payments under any laws of similar character, as to all persons employed by and working for Consignee.

12. Consignee agrees to protect, defend and hold Standard harmless from and against all claims for damage to property (including Consignee's property) or injury to or death of persons caused or contributed to by, or directly or indirectly resulting in any way from, any acts or omissions of Consignee or Consignee's employees.

Consignee, at its own expense, shall secure and maintain insurance in companies, forms and amounts satisfactory to Standard, but such amounts shall be for not less than $200,000/$200,000 Bodily Injury and $100,000 Property Damage, specifically to cover the foregoing assumed liability, and shall furnish Standard with satisfactory evidence of such insurance. Consignee, at its own expense, shall also secure insurance as nearly as possible against all risks of loss or damage to the consigned products, in the amounts, companies and policy forms satisfactory to Standard under policies naming Standard as an additional insured and making losses payable to Standard or Consignee as their interests may appear.

All policies of insurance shall provide against termination by the insurer without ten (10) days' prior written notice to Standard, and the policies or certificates of insurance shall be endorsed "Premium paid" and deposited with Standard.

13. Any tax, duty, toll, fee, impost, charge or other exaction, or the amount equivalent thereto, now or hereafter imposed, levied or assessed by any governmental authority upon, measured by, incident to or as a result of the transaction herein provided for or the transportation, production, manufacture, use, sale or ownership of the goods the subject matter of this agreement, if collectible or payable by Standard and deducted from or not included in the amount at which Consignee shall account to Standard as provided in paragraph 9 hereof, shall be added to such amount and shall be paid to Standard by Consignee. In any case in which any such tax, duty, toll, impost, charge or other exaction is not part of the price at which Consignee is authorized to make sales hereunder, Consignee may add it to the price in making sales.

14. In the event Consignee fails in any way to use its best efforts to promote the sale of products consigned hereunder, or otherwise breaches any provision of this agreement, Standard shall give Consignee written notice of any such breach and Consignee shall have five (5) days within which to comply with the provisions breached. If said breach is not corrected within said five (5) day period, Standard may, at its option, subject to the provisions of Paragraph 20 hereof, terminate this agreement by giving Consignee twenty-five (25) days' notice thereof in writing.

In the event of any breach by Standard of any provision of this agreement, Consignee shall give Standard written notice of any such breach and Standard shall have five (5) days within which to comply with the provisions breached. If said breach is not corrected within said five-day period, Consignee may at its option terminate this agreement by giving Standard twenty-five (25) days' notice thereof in writing.

Any of the following shall be deemed a breach of this agreement upon which the party not affected thereby may at its option terminate this agreement immediately by giving the other party written notice of termination: the appointment of a receiver to take possession of all or substantially all of the assets of either party, whose appointment is not vacated within sixty (60) days; either party's becoming insolvent or committing any act of bankruptcy; either party's making a general assignment for the benefit of creditors, or any action taken or suffered by either party under any insolvency or bankruptcy act.

Waiver by either party of any breach of any provision hereof by the other party shall not be deemed to be a waiver of any subsequent or continuing breach or a waiver of the breach of any other provision.

15. Upon any termination of this agreement, or at the expiration of its term all of the products consigned hereunder that have not been sold shall be promptly redelivered to Standard, unless Consignee elects to purchase the same by written notice of such election given to Standard within ten (10) days after such termination or expiration. If Consignee elects to make such purchase, Consignee shall pay Standard as the price of such products an amount determined under the provisions of Exhibit "A" as though such products had been sold by Consignee upon the date of termination or expiration. If Consignee does not elect to make such purchase, the expense of redelivering such products to Standard shall be borne by Standard if the occasion for the redelivery is a termination by Standard under paragraph 4; but if the occasion for such redelivery is a termination of this agreement under paragraph 14, such expense shall be borne by the party whose breach resulted in termination by the other party. If the occasion for such redelivery is the expiration of the term of this agreement or a termination by Standard under paragraph 7 hereof, or any termination hereof not hereinbefore enumerated such expense shall be borne by Consignee.

16. If and when any products consigned hereunder shall contain tetraethyl lead or any other anti-knock compound or compounds, this agreement shall be subject to all provisions contained in any agreement or agreements under which Standard is licensed to use such compound or compounds and to sell products containing the same. Consignee agrees to comply with such provisions in so far as they affect Consignee. If Consignee shall fail or refuse to so comply, Standard may suspend deliveries of the products affected by such license or licenses during the period of such failure or refusal.

17. This agreement shall extend to and be binding upon the successors and assigns of Standard and Consignee, provided, however, that no voluntary or involuntary assignment hereof shall be made by Consignee without the written consent of Standard, and no such assignment shall be made by Standard without the written consent of Consignee.

18. There shall be no obligation to deliver or to receive or use the said products when and while, and to the extent that, the receiving or using or manufacturing or making deliveries in the customary manner are prevented or hindered by act of God, fire, riot, labor disturbances, accident, war, acts of any government (whether foreign or domestic, federal, State, county, or municipal,) partial or total interruption or loss or shortage of transportation facilities or supplies, shortage of products deliverable hereunder due to shortage in the supply of available crude oil or natural gas, or by other causes beyond the control of the parties, whether similar to the causes hereinbefore specified or not. It is Standard's present intention to prorate its available supply of product equitably among its purchasers (contract or otherwise) and its consignees whenever, due to any of such causes, Standard is unable to make deliveries to all such purchasers and consignees; however, Standard shall in no way be obligated thus to prorate its available supply, and its failure, partial or otherwise, to make deliveries to Consignee shall not be a breach of this contract, notwithstanding that Standard is making deliveries to others. If Standard is unable to make deliveries hereunder due to any of the foregoing causes, Consignee shall have the right to purchase from other sources such quantities of petroleum products as Standard is so unable to deliver during the time or times Standard's said disability may continue. Any such quantities of petroleum products so purchased by Consignee shall be accounted for when determining compliance by the parties with the quantity obligations hereinabove provided under Paragraph 7. Upon termination of the cause or causes for suspension of deliveries, performance hereunder shall be resumed, but nothing herein shall be construed as extending the term of this contract.

19. It is hereby mutually agreed that if at any time or from time to time during the life of this agreement Lee G. Powell, Clyde A. Perkins, or Dorothy M. Harris, hereinabove collectively called "Consignee," should severally, individually or jointly, as the case may be, desire to sell all or a major portion of his, her, or their interests in any or all property (either real or personal and including good will, accounts receivable and other intangible assets) then used by them, either jointly or severally, in the distribution or sale of said products hereunder, Standard shall have the prior right to purchase such interests. If they or any of them either jointly or severally receive from a third party an acceptable bona fide offer to buy such business or a major part thereof, the person or persons desiring to sell shall forthwith give Standard a written notice, together with a copy of such offer and shall furnish Standard with good and sufficient evidence, satisfactory to Standard, of the title to such interests proposed to be sold, and Standard shall have thirty (30) days from the receipt of said notice, written confirmation, and evidence to purchase the property involved at the terms of such offer or at such lesser terms as such person or persons and Standard may agree upon.

20. Lee G. Powell, Clyde A. Perkins, and Dorothy M. Harris, hereinabove collectively referred to as "Consignee," shall each be severally, individually and jointly bound by and liable for the performance of all of the terms, conditions and provisions of this agreement.

In the event the breach of any of the provisions of this agreement shall be occasioned by any one or two of the three persons herein collectively called "Consignee" and such breach shall not be corrected by such person or persons hereinafter called "Defaulting Party" within the time provided in paragraph 14 hereof, then Standard may, at its option, terminate this agreement in so far as such Defaulting Party is concerned by giving such Defaulting Party twenty-five (25) days' notice thereof in writing, but this agreement shall remain in full force and effect with respect to the person or persons not causing such breach, hereinafter called "Remaining Parties," provided such breach is corrected by such Remaining Parties, if it is possible for the Remaining Parties to correct such breach, within five (5) days after the time the Defaulting Party should have corrected such breach, and thereafter the Remaining Parties shall be deemed to constitute the persons herein collectively called "Consignee" excepting that the specified gallonage set forth in paragraph 7 hereof for the respective Products shall thereupon be reduced respectively in amounts equivalent to the respective quantity of Products delivered to Consignee hereunder sold by such Defaulting Party in the preceding calendar year, if a full calendar year has run under this agreement, or, if such breach

occurs prior to the running of a full calendar year, the specified gallonage set forth in paragraph 7 hereof for the respective Products shall thereupon be reduced respectively in amounts equivalent to the respective average monthly quantity of Products delivered to Consignee hereunder sold by such Defaulting Party during such period multiplied by twelve.

21. This agreement shall, as of the commencement date of the term hereof, terminate and supersede that certain Jobber Agreement between the parties hereto, dated March 9, 1945, as amended from time to time, and all other written agreements or oral agreements between the parties hereto, covering the sale and purchase of petroleum products or covering the consignment of petroleum products for sale in the area covered by this agreement.

22. All notices hereunder shall be in writing. Notices to Standard shall be addressed to it at 225 Bush Street, San Francisco, California. Notices to Consignee shall be addressed to it as follows:

Lee G. Powell
Clyde A. Perkins
Dorothy M. Harris
3756 Northeast Alameda
Portland, Oregon

Copies of any notice by Standard shall also be sent to Lee G. Powell, 6109 E. Buena Vista Dr., Vancouver, Washington, and Clyde A. Perkins, P. O. Box 59, Vancouver, Washington.

IN WITNESS WHEREOF, this agreement is hereby signed by the parties hereto.

STANDARD OIL COMPANY OF CALIFORNIA, Standard

By E. V. Burns

Consignee

By Lee G. Powell
LEE G. POWELL

By
CLYDE A. PERKINS

By Dorothy M. Harris
DOROTHY M. HARRIS

EXHIBIT "A"

Commissions to be paid by Standard to Consignee for selling products consigned under agreement dated April 6, 1953, shall be determined, and Consignee's payment to Standard of proceeds of Consignee's sales shall be made as follows:

For the purpose of simplifying the accounts to be maintained by Consignee, Standard agrees to accept, subject to the conditions hereinafter stated, accounting by Consignee as follows:

On or before Wednesday of each week, Consignee shall account for and pay over to Standard the proceeds of sales by Consignee during the previous calendar week as though sales of consigned products had been made during each week by Consignee in the amount and on the dates on which Consignee received replacement deliveries of consigned products; provided, however, Standard shall have the right on any notice to Consignee, immediately to have such accounting and payment at the time of each replacement delivery.

If Standard becomes dissatisfied with such method of accounting and payment, it may, upon sixty (60) days' written notice to Consignee, require Consignee to deliver to Standard statements and accounts and pay to Standard, at the time or times hereafter designated by Standard, on the basis of actual sales by Consignee.

Notwithstanding anything contained herein, it is agreed that in any case in which the price at which Consignee is authorized to sell a product has changed between the date of Consignee's actual sale and the date of the replacement delivery, and in any case in which Consignee makes a sale without ordering a replacement delivery, as provided in paragraph 6 of the annexed agreement, Consignee shall account and pay to Standard upon the actual sale based upon the applicable amount, as established below, in effect upon date of actual sale.

The amount at which Consignee shall account to Standard for products consigned hereunder shall be the applicable amount set forth below, and the commission for each sale shall be the difference between the price at which the sale is made and such applicable amount.

I. Definitions:

(a) Net Tank Truck Price:

In the case of consignment deliveries of all products hereunder, except kerosene, the net tank truck price shall be deemed to be Standard's lowest posted delivered by tank truck price for the particular product to consumers generally, excluding all taxes, in effect at the particular Standard supply point involved at time of consignment delivery.

(b) For kerosene, the "Net Tank Truck Price" shall be Standard's posted 40-to-199 gallon delivered by tank truck price, excluding all taxes, for such product to consumers generally, in effect at the particular Standard supply point involved at time of consignment delivery.

II. In the case of consignment deliveries of all products hereunder, the applicable amount shall be the said net tank truck price for the particular product in effect at the Standard supply point involved, at time of consignment delivery, less the following adjustments:

(a) Basic Adjustments:

First Brand Gasoline	4.00¢ per gallon
Second Brand Gasoline	3.50¢ per gallon
Kerosene	*5.50¢ per gallon
Stove Oil	3.25¢ per gallon
Diesel Fuel	2.55¢ per gallon
Furnace Oil	2.55¢ per gallon
Auto. Diesel Fuel	2.00¢ per gallon

*Subject to change with Standard's posted Jobber's Schedule.

(b) The basic adjustments shown in II (a) above may be subject to adjustment for each contract year, from and after the contract year ending August 31, 1955, by the following:

(1) During a four-months' period from May 1, 1955, to August 31, 1955, and during a like four-months' period of each contract year during the remaining term of this agreement, Consignee shall have the right to request a meeting with Standard to discuss additional adjustments over and above such basic adjustments, by giving Standard at least fifteen (15) days' written notice prior to the commencement of the month of May involved. Standard agrees that within sixty (60) days after receipt of any such notice, it will meet with Consignee, at a time or times mutually agreed upon, to discuss such additional adjustments.

(2) If, after any such request, no agreement as to additional adjustments to be applicable to the ensuing contract year can be reached by the end of the four-months' period involved, then, notwithstanding paragraph 4 of said agreement, Consignee shall have the right to terminate said agreement by giving five (5) months' written notice at any time within thirty (30) days after the end of such four months' period. It is understood further that in the event of no agreement at any such negotiation meeting hereunder, additional adjustments for the ensuing contract year or up to the date of termination (as the case may be) shall be based upon the following:

(i) Unless Standard offers additional adjustments for the ensuing contract year, no additional adjustments shall be in effect for the ensuing contract year.

(ii) If Standard offers any additional adjustments during the four-months' negotiation period involved, then the highest additional adjustment offered and confirmed in writing by Standard to Consignee during such four-months' period shall be in effect.

(iii) Notwithstanding the provisions of subparagraphs (i) and (ii) above, if Consignee exercises its right to terminate this agreement within the thirty-day period provided above, the additional adjustments, if any, in effect on the last day of the preceding contract year, shall be applicable to all consignment deliveries during the remaining six (6) months' term of said contract.

(3) If Consignee does not request a meeting for the purpose of negotiating additional adjustments as set forth in (b) above, then no additional adjustments over and above such basic adjustments shall be in effect for the contract year involved.

If Consignee does not exercise its right to request an additional adjustment meeting hereunder, or if Consignee does not exercise any right it may have to terminate hereunder within the time set forth, negotiations for any ensuing contract year thereafter shall be carried on in the same manner as above set forth.

III. Price:

Standard shall not be obligated to make deliveries of the particular product involved to Consignee hereunder while the applicable amount, as determined hereunder, after application of all adjustments for such product at the particular supply point involved under Paragraph II above, and any other adjustments, is less than the following:

	Willbridge Ex All Taxes - Per Gallon
First Brand Gasoline	11.00¢
Second Brand Gasoline	9.50¢
Kerosene	10.00¢
Stove Oil	8.25¢
Auto. Diesel Fuel	9.45¢
Diesel Fuel/Furnace Oil	7.45¢

Plaintiff's Exhibit No. 17

Pltf Exhibit 14	Exhibit 16 81	Pltf Exhibit 17
Case 331-59 Rcd	6-1-59 Rcd	Case 369-59
Rptr	Rptr	Rptr
Date Clerk	Clerk	Date Clerk

FOR VALUE RECEIVED W. M. Lennington, L. Allen Perkins, PERKINS & LENNINGTON, a partnership, and CHAMPION STATIONS, a partnership, hereby assign and set over to CLYDE A. PERKINS any and all claim, right, title or interest, held by said parties against Standard Oil Company of California, its subsidiaries or affiliates and specifically authorize said Clyde A. Perkins to file such suits, actions or proceedings which he may consider adviseable for this purpose, in order to recover for any such claims or other interests.

W. M. Lennington
W. M. LENNINGTON

L. Allen Perkins
L. ALLEN PERKINS

PERKINS & LENNINGTON, a partnership

partner

PERKINS & LENNINGTON CHAMPION STATIONS
A PARTNERSHIP

partner

WITNESS

Plaintiff's Exhibit No. 17-A

Plf Exhibit 17A
Case 369-59
Rptr Recd
Date Clerk

Plf Exhibit 14A
Case 331-59
Rptr Recd
Date Clerk

FOR VALUE RECEIVED Perkins Oil Company of Washington, a corporation, hereby assigns and sets over to Clyde A. Perkins any and all claim, right, title or interest, held by said corporations against Standard Oil Company of California, its subsidiaries or affiliates and specifically authorize said Clyde A. Perkins to file such suits, actions or proceedings which he may consider adviseable for this purpose, in order to recover for any such claims or other interests.

PERKINS OIL COMPANY of WASHINGTON

Clem Perkins Sec

(CORPORATE SEAL)

Plaintiff's Exhibit No. 17-B

Pltf Exhibit 14B
Case 331-59 Rptr Recd
Date Clerk

Pltf Exhibit 17B
Case 369-59 Rptr Recd
Date Clerk

FOR VALUE RECEIVED Perkins Oil Company of Oregon, an Oregon corporation, hereby assigns and sets over to Clyde A. Perkins any and all claim, right, title or interest, held by said corporation against Standard Oil Company of California, its subsidiaries or affiliates and specifically authorize said Clyde A. Perkins to file such suits, actions or proceedings which he may consider adviseable for this purpose, in order to recover for any such claims or other interests.

PERKINS OIL COMPANY of OREGON

(CORPORATE SEAL)

Plaintiff's Exhibit No. 23-H

and correct, subject, however, to the possibility of inadvertent omissions or errors in the answer as given and subject to correction of any such omissions or errors.

Interrogatory No. 15 of plaintiff's first set asked in substance for the quantities of petroleum products delivered by Standard to jobbers in Oregon and Washington and the prices or net amounts paid over to Standard by such jobbers for such products. Standard answered such interrogatory. The accompanying affidavit of J. P. Lomman recited:

> "However, the inquiry has required extensive investigation, conducted by numerous executives and other employees, of files and records located in company's home offices in San Francisco and in other of its offices in California, Oregon and Washington. While the answers, therefore, are believed to be correct, there is a possibility of inadvertent omissions or errors and the answers are given subject to correction of any such omissions or errors."

A subsequent review of Standard's records required changes to be made in said answer in various respects. Accordingly, several amendments to said answer were filed with the result that the complete answer of Standard must be ascertained from a series of documents on file herein which in part supplement and in part cancel the original answer and subsequent amendments. It is believed that a consolidated answer, superseding all prior answers of Standard to plaintiff's Interrogatory No. 15 (first set), will present the information sought in a more usable, expeditious and correct form.

Since the filing of the last amendment to said interrogatory Standard employees have again reviewed Standard's records and have found some minor changes or additions necessary to bring the interrogatory answer in accord with our present state of knowledge of the matters of fact required by said Interrogatory No. 15. Those changes in substance are as follows:

KOERNER, YOUNG, McCOLLOCH & DEZENDORF
EIGHTH FLOOR, PACIFIC BUILDING
PORTLAND 4, OREGON — CA 6-6181

1. Schedule H attached reflects freight allowance on all products; it further reflects a postponement of a change in commissions on stove oil, diesel oil, diesel fuel and furnace oil from 9/1/56 to 9/30/56; also, there has been added, for the period 1/18/57 through 12/31/57, an additional commission of .1¢ on stove oil and furnace oil applicable to withdrawals from Willbridge destined for the Portland metropolitan area, including Vancouver, and a similar additional commission covering diesel fuel only for the period from 1/18/57 to 6/18/57; finally, Schedule E reflects the postponement of a posted price increase by Standard of .3¢ on all refined petroleum products other than gasoline for the period from 6/18/57 to 6/21/57.

2. The amount of additional commissions stated in note 6 of Schedule F has been changed from $3,236.51 to $3,327.62.

3. Notes 3, 4 and 5 of Schedule K have been added.

4. Schedule J reflects four instances in which an increase in Standard's posted price of one or more of Standard's products was postponed. Further, a change in the net proceeds payable reflected on said Schedule J heretofore listed as having been effective 5/1/56 has been corrected to 7/1/56.

5. Schedule G reflects an additional commission of .1¢ on stove oil, furnace oil and diesel fuel lifted at Willbridge.

6. Note 1 of Schedule P has been added although documents reflecting the matters set forth therein have heretofore been produced for plaintiff's inspection.

The other changes over prior answers now on file are additions of, or changes in, explanatory notes.

John M. McDonald

John M. McDonald.

Subscribed and sworn to before me this 28th day of October, 1958.

Phyllis M. Thorne

Phyllis M. Thorne
Notary Public for Oregon
My commission expires 8-9-67

Wayne Milliard
Koerner, Young, McColloch & Dezendorf
800 Pacific Building
Portland 4, Oregon

Attorneys for Defendant Standard
Oil Company of California

served - filed Oct. 29, 1963

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

CLYDE PERKINS, Plaintiff, v. STANDARD OIL COMPANY OF CALIFORNIA, a corporation, HARRIS OIL COMPANY, a corporation, HARRIS DISTRIBUTING COMPANY, a corporation, and J. F. POWELL, Defendants.	Civil No. 339-59 CONSOLIDATED ANSWER OF DEFENDANT STANDARD OIL COMPANY OF CALIFORNIA TO INTERROGATORY NO. 15 OF PLAINTIFF'S FIRST SET OF INTERROGATORIES

- - - - - - - -

KOERNER, YOUNG, McCOLLOCH & DEZENDORF
EIGHTH FLOOR, PACIFIC BUILDING
PORTLAND — CA 2-6121

Definitions:

As used herein, (1) the term "refined petroleum products" means automotive gasoline, kerosene, automotive diesel oil, diesel fuel, stove oil and furnace oil. (2) All figures designated as "net price" or "net amount accounted for" are exclusive of the applicable state and federal motor vehicle fuel taxes.

Summary of Schedules Attached:

SCHEDULE A, attached hereto, reflects the monthly quantities of refined petroleum products delivered by Standard to Clipper Oil Company pursuant to written contract for each month during the years 1955, 1956 and 1957.

SCHEDULES B 1 and B 2, attached hereto, reflect the net amount accounted for by Clipper Oil Company to Standard for each gallon of refined petroleum product delivered by Standard to Clipper at Willbridge, Oregon, and Richmond Beach, Washington, during the period from March 1, 1955, to December 2, 1957.

SCHEDULE C, attached hereto, reflects all those additional commissions which were extended by Standard to Clipper Oil Company on the sale by Clipper of Standard's refined petroleum products and are not reflected in the preceding SCHEDULE B.

SCHEDULE D, attached hereto, reflects the monthly quantities of refined petroleum products delivered by Standard to Clyde A. Perkins, Lee C. Powell, Harris Distributing Company and Harris Oil Company pursuant to written contract for each month during the years 1955, 1956 and 1957.

SCHEDULE E, attached hereto, reflects the net amount accounted for by Lee C. Powell, Clyde A. Perkins, Harris Distributing Company and Harris Oil Company to Standard for each gallon of refined petroleum product delivered by Standard to Perkins, Powell and Harris at Willbridge, Oregon, and destined for Portland, Oregon, Metropolitan Carrier Tariff Zone No. 3, during the period from March 1, 1955, to December 2, 1957.

ROERNER, YOUNG, McCOLLOCH & DEZENDORF
EIGHTH FLOOR, PACIFIC BUILDING
PORTLAND 4, OREGON — CA 6-0181

SCHEDULE F, attached hereto, reflects all those additional commissions which were extended by Standard to Clyde A. Perkins, Lee G. Powell, Harris Distributing Company and Harris Oil Company on the sale by Perkins, Powell and Harris of Standard's refined petroleum products and are not reflected in the preceding SCHEDULE E.

SCHEDULE G, attached hereto, reflects the monthly quantities of refined petroleum products sold by Standard to Signal Oil and Gas Company pursuant to written contract and delivered to Signal Oil and Gas Company at Standard's terminals or plants at Willbridge, Oregon, and Point Wells and Seattle, Washington, for each month during the years 1955, 1956 and 1957.

SCHEDULES H 1 and H 2, attached hereto, reflect the net price per gallon, after all allowances and adjustments, paid by Signal Oil and Gas Company to Standard for the refined petroleum products delivered by Standard to Signal Oil and Gas Company at Willbridge, Oregon, and Point Wells and Seattle, Washington, during the period from March 1, 1955, to December 2, 1957.

SCHEDULE I, attached hereto, reflects the monthly quantities of refined petroleum products delivered by Standard to Merritt Truax, W. L. Peavey and Truax Oil Company pursuant to written contract for each month during the years 1955, 1956 and 1957.

SCHEDULE J, attached hereto, reflects the net amount accounted for by Merritt Truax, W. L. Peavey and Truax Oil Company to Standard for each gallon of refined petroleum product delivered by Standard to Merritt Truax, W. L. Peavey and Truax Oil Company at Willbridge, Oregon, destined for Willbridge, Oregon, during the period from March 1, 1955, to December 2, 1957.

SCHEDULE K, attached hereto, reflects all those additional commissions which were extended by Standard to Merritt Truax, W. L. Peavey and Truax Oil Company on the sale by them of Standard's products and are not reflected in the preceding SCHEDULE J.

SCHEDULE L, attached hereto, reflects the monthly quantities of refined petroleum products delivered by Standard to Trues Oil Company pursuant to written contract for each month during the years 1955, 1956 and 1957.

SCHEDULE M, attached hereto, reflects the net amount per gallon accounted for by Trues Oil Company to Standard for each gallon of refined petroleum product delivered by Standard to Trues Oil Company at Spokane, Washington, during the period from March 1, 1955, to December 2, 1957.

SCHEDULE N, attached hereto, reflects the monthly quantities of refined petroleum products delivered by Standard to Washington Co-operative Farmers Association pursuant to written contract for each month during the years 1955, 1956 and 1957.

SCHEDULE O, attached hereto, reflects the net amount accounted for by Washington Co-operative Farmers Association for each gallon of refined petroleum product delivered by Standard to Washington Co-operative Farmers Association during the period from March 1, 1955, to December 2, 1957.

SCHEDULE P, attached hereto, reflects all those additional commissions or payments which were extended by Standard to Washington Co-operative Farmers Association and are not reflected in the preceding SCHEDULE O.

SCHEDULE A

QUANTITIES OF REFINED PETROLEUM PRODUCTS DELIVERED TO CLIPPER OIL COMPANY

	Motor Gasoline (gallons)	Kerosene (gals)	Auto/Diesel (gals)	Stove Oil	Diesel Fuel	Furnace Oil
1955	232,591	-	-	-	-	-
	222,999	-	-	-	-	-
	217,191	-	-	-	-	-
	719,024	-	-	-	-	-
	192,042	-	-	-	-	-
	192,305	-	-	-	-	-
	192,899	-	-	-	-	-
	249,829	-	-	-	-	-
	195,946	-	-	-	-	-
	179,203	-	-	-	-	-
	184,402	-	-	-	-	-
	165,528	-	-	-	-	-
1956	171,235	-	-	-	-	-
	163,879	-	-	-	-	-
	186,511	-	-	-	-	-
	159,717	-	-	-	-	-
	193,090	-	-	-	-	-
	188,725	-	-	-	-	-
	159,230	-	-	-	-	-
	176,450	-	-	-	-	-
	146,545	-	-	-	-	-
	147,415	-	-	-	-	-
	153,670	-	-	-	-	-
	129,265	-	-	-	-	-
1957	126,625	-	-	-	-	-
	116,745	-	-	-	-	-
	141,290	-	-	-	-	-
	145,735	-	-	-	-	-
	145,470	-	-	-	-	-
	134,339	-	-	-	-	-
	156,477	-	-	-	-	-
	131,755	-	-	-	-	-
	127,800	-	-	-	-	-
	145,645	-	-	-	-	-
	176,285	-	-	-	-	-
	147,740	-	-	-	-	-

SCHEDULE B1

NET AMOUNT ACCOUNTED FOR BY CLIPPER OIL COMPANY TO STANDARD PER GALLON FOR GASOLINE DELIVERED AT SEATTLE OR RICHMOND BEACH, WASHINGTON

	Premium	Regular
3-1 to 4-21-55	$ .1410	$ .1210
4-22 to 6-28-55	.1440	.1240
6-29 to 12-31-55	.1500	.1280
1-1 to 2-6-56	.1500	.1305
2-7 to 2-29-56	.1530	.1305
3-1 to 6-30-56	.1550	.1325
7-1 to 12-31-56	.1550	.1325
1-1-57 to 1-18-57	.1550	.1325
1-19 to 3-31-57	.1600	.1375
4-1 to 4-2-57	.1600	.1375
4-3 to 6-23-57	.1640	.1395
6-24 to 12-31-57	.1670	.1425

SCHEDULE B2

NET AMOUNT ACCOUNTED FOR BY CLIPPER OIL COMPANY TO STANDARD PER GALLON FOR GASOLINE DELIVERED AT WILLBRIDGE

	Premium	Regular
3-1 to 4-26-55	$ .1410	$ .1210
4-27 to 7-25-55	.1440	.1240
7-26 to 11-15-55	.1490	.1270
11-16 to 12-31-55	.1490	.1295
1-1 to 2-6-56	.1440	.1270
2-7 to 2-29-56	.1470	.1270
3-1 to 6-30-56	.1490	.1290
7-1 to 12-31-56	.1490	.1290
1-1-57 to 1-18-57	.1490	.1290
1-19 to 3-31-57	.1540	.1340
4-1 to 4-2-57	.1540	.1340
4-3 to 6-23-57	.1580	.1360
6-24 to 12-31-57	.1610	.1390

Explanatory Note to SCHEDULES E 1 and E 2

In addition to deliveries at Hillbridge, Oregon, and Richmond Beach, Washington, Clipper Oil Company also lifted products at Tacoma, Washington, for delivery to Tacoma Yellow Cab Company. Such deliveries were made by Standard's trucks for Clipper Oil Company's account. For the amount for which Clipper accounted to Standard for such deliveries, add .5¢ to the amount shown on SCHEDULE E 1, covering deliveries at Richmond Beach.

KOERNER, YOUNG, McCOLLOCH & DEZENDORF
EIGHTH FLOOR, PERING BUILDING
PORTLAND 4, OREGON — PA 6-4151

SCHEDULE C

ADDITIONAL COMMISSIONS EXTENDED BY
STANDARD TO CLIPPER OIL COMPANY

On the dates indicated herein, Standard extended to Clipper Oil Company the following additional commissions not reflected in SCHEDULES B 1 and B 2:

1. On January 13, 1958, Standard paid by check to Clipper as additional commission on gasoline sales in the State of Washington during 1956 the amount of $2,809.74, computed at the rate of $.005 per gallon on premium gasoline and $.0025 per gallon on regular gasoline.

2. On January 8, 1958, Standard paid by check to Clipper as additional commission on gasoline sales in the State of Washington during 1957 the amount of $2,454.26, computed at the rate of $.005 per gallon on premium gasoline and $.0025 on regular gasoline.

3. During the years 1956 and 1957, Standard paid or credited to Clipper Oil Company additional commissions on sales of gasoline to service station operators in Seattle and Portland because of depressed retail prices in the following amounts:

April 11, 1956	$3,000.00
September 17, 1957	2,433.10
November 5, 1957	1,750.00
December 3, 1957	2,000.00

SCHEDULE D

QUANTITIES OF REFINED PETROLEUM PRODUCTS
DELIVERED TO PERKINS, FOWELL AND HARRIS

		Motor Gasoline (gallons)	Kerosene (gals)	Auto/Diesel (gals)	Stove Oil	Diesel Fuel	Furnace Oil
Jan.	1955	1,083,464	6,731	5,843	698,006	453,897	1,190,368
Feb.		1,046,867	2,963	7,166	594,443	404,548	867,787
Mar.		1,084,100	2,743	5,691	670,822	424,673	1,070,625
Apr.		1,123,795	2,860	4,939	463,635	357,329	787,280
May		689,952	2,772	8,986	194,691	196,204	434,034
June		1,395,015	108	10,945	108,071	129,191	249,050
July		1,167,060	3,211	6,707	65,075	123,001	195,707
Aug.		1,508,835	214	8,572	61,681	204,004	145,518
Sept.		1,496,409	2,765	13,585	256,162	434,687	450,362
Oct.		1,419,946	1,873	3,910	416,734	358,069	565,827
Nov.		1,188,119	3,046	7,134	736,294	530,277	1,021,609
Dec.		1,293,449	2,036	1,220	746,385	613,299	1,180,798
Jan.	1956	1,072,496	3,623	3,762	779,364	650,630	1,214,119
Feb.		997,289	3,454	2,966	780,402	646,294	1,414,412
Mar.		1,216,041	1,380	7,552	510,585	485,857	966,031
Apr.		1,376,958	2,598	6,410	229,635	292,899	445,300
May		1,436,773	110	6,232	126,375	219,916	268,634
June		1,671,235	1,143	2,520	89,978	227,663	222,289
July		1,420,513	1,115	10,538	34,234	190,756	121,959
Aug.		1,617,242	377	7,672	54,698	258,311	190,319
Sept.		1,366,790	53	3,046	137,021	266,731	353,272
Oct.		1,393,686	2,530	7,626	376,309	379,376	585,152
Nov.		1,371,439	1,697	3,864	536,304	512,739	1,000,237
Dec.		1,119,884	1,652	2,970	539,808	475,961	990,882
Jan.	1957	1,184,627	4,965	5,518	768,633	900,400	1,527,102
Feb.		1,123,686	318	3,046	450,976	613,465	900,714
Mar.		1,271,487	2,638	-	360,658	521,792	641,747
Apr.		1,380,695	106	2,701	241,833	420,112	412,686
May		1,487,306	1,544	2,420	98,538	254,224	267,652
June		1,347,971	583	3,640	57,621	240,231	193,265
July		1,502,404	957	5,982	23,523	157,586	107,668
Aug.		1,458,758	1,486	-	37,309	148,627	172,793
Sept.		1,241,390	424	1,901	52,904	128,523	247,672
Oct.		1,265,716	1,801	2,021	298,710	(127,320)	1,061,318
Nov.		1,169,199	2,615	1,591	345,108	(8,118)	1,076,584
Dec.		871,630	850	-	316,300	2,021	1,207,088

SCHEDULE E

NET AMOUNT ACCOUNTED FOR BY PERKINS, POWELL AND HARRIS PER GALLON ON PRODUCTS DELIVERED AT WILLBRIDGE, ORE., DESTINED FOR PORTLAND MOTOR CARRIER TARIFF ZONE 3

Date	1st Brand	2nd Brand	Kerosene	Auto D/F	Stove Oil	Diesel Fuel	Furnace Oil
3-1-55 to 4-21-55	14.27	12.27	15.47	12.7125	10.6625	9.8625	9.8625
4-22-55 to 4-30-55	14.57	12.57	15.47	13.0125	10.9625	10.1625	10.1625
5-1-55 to 7-10-55	14.07	12.32	15.27	12.7125	10.7125	9.9625	9.9625
7-11-55 to 1-31-56	14.57	12.62	15.27	12.7125	10.7125	9.9625	9.9625
2-1-56 to 2-6-56	14.07	12.37	15.27	12.7125	10.2125	9.4625	9.4625
2-7-56 to 2-27-56	14.37	12.37	15.27	12.7125	10.2125	9.4625	9.4625
2-28-56 to 6-7-56	14.57	12.57	15.47	12.9125	10.4125	9.6625	9.6625
6-8-56 to 6-30-56	14.57	12.57	15.67	12.9125	10.4125	9.6625	9.6625
7-1-56 to 9-30-56	14.57	12.57	15.67	12.9125	10.6625	9.8625	9.8625
10-1-56 to 11-21-56	14.57	12.57	15.67	12.9125	10.3625	9.6125	9.6125
11-22-56 to 11-30-56	14.57	12.57	16.17	13.5125	10.9625	10.2125	10.2125
12-1-56 to 1-16-57	14.57	12.57	16.17	13.5125	11.3625	10.6125	10.6125
1-17-57 only	15.07	13.07	16.67	14.0125	11.8625	11.1125	11.1125
1-18-57 to 4-2-57	15.07	13.07	16.67	14.0125	11.7625	11.0125	11.0125
4-3-57 to 6-17-57	15.47	13.27	16.67	14.0125	11.7625	11.0125	11.0125
6-18-57 to 6-21-57	15.47	13.27	16.67	14.0125	11.6125	11.0125	10.8625
6-22-57 to 8-31-57	15.77	13.57	16.97	14.3125	11.9125	11.3125	11.1625
9-1-57 to 12/2/57	15.77	13.57	16.97	14.3125	11.8125	11.3125	11.0625

Explanatory Notes to SCHEDULE E

1. During the period from March 2, 1955, to December 2, 1957, Perkins, Powell and Harris accounted to Standard for Standard's refined petroleum products sold by them on the basis of a per-gallon amount computed by taking Standard's posted 400 gallon and over tank truck price at the destination point to which Perkins, Powell and Harris shipped the particular product involved, less the consignment commissions provided for at the particular time, which commissions included an amount equal to the lowest published motor truck and trailer carrier tariff from the point of delivery to the point of destination; whenever a common carrier was used, the commission included also an amount equal to the federal transportation tax applicable to such tariff rate, except where the products were destined for a point within the zone in which the posted price established for the point of delivery prevailed (Zero differential zone).

For this reason, the amount accounted for by Perkins, Powell and Harris for products received at Standard's Willbridge terminal or at any other supply point varied with the destination of each shipment.

SCHEDULE E reflects the figures applicable to product delivered at Standard's Willbridge terminal and destined for any point within Carrier Tariff Zone No. 3 in the Portland metropolitan area. The commissions extended under these particular circumstances did not include an amount equal to any federal transportation tax.

2. The figures for stove oil, furnace oil and diesel oil sold as furnace oil set out in SCHEDULE E for the period from 9/1/57 to 12/2/57 include the advertising allowance extended to Perkins, Powell and Harris by [illegible] in the amount of .14 per gallon.

KOERNER, YOUNG, McCOLLOCH & DEZENDORF
EIGHTH FLOOR, PACIFIC BUILDING
PORTLAND 4, OREGON -- CA 6-6151

SCHEDULE F

ADDITIONAL COMMISSIONS EXTENDED BY STANDARD

TO PERKINS, POWELL AND HARRIS

During the period from March 2, 1955, to and including December 2, 1957, Standard extended to Perkins, Powell and Harris the following additional commissions not reflected in the preceding SCHEDULE E:

1. Between 3/1/55 and 12/31/55 Standard paid or credited to Perkins, Powell and Harris additional commissions on sales of motor gasoline to service station operators in localities where the retail price level was depressed. The amount of such additional commissions was $1,337.46.

2. Additional commissions were extended by Standard to Perkins, Powell and Harris during the periods indicated on sales to the following named accounts on the refined petroleum products indicated:

(a) Griffith & Murrell, from 11/21/55 to 2/1/56, motor gasoline, .25¢ (total $368.75); stove oil, .20¢ (total $205.27); diesel fuel, .10¢ (total $186.50).

(b) Sam Cremadas, from 8/10/57 through 11/13/57, 1¢ on all diesel fuel resold by Sam Cremadas to Crum Zellerbach (total $253.52).

(c) Low Copping, from 12/16/55 to 1/24/56, motor gasoline, .25¢ (total $123.70).

3. On or about June 29, 1956, Standard paid or credited to Perkins, Powell and Harris the amount of $810.69 on sales to R & H Champion Wheat [illegible] commission because of depressed retail prices during the periods 4/29/55 to 5/13/55, 8/13/55 to 9/12/55 and 10/5/55 to 12/20/55.

4. On or about November 15, 1957, Standard paid or credited to Perkins, Powell and Harris the amount of $4,000.00 as additional commissions on sales to Don Fraser during the period from 8/1/57 to 11/30/57.

5. On or about February 3, 1956, Standard paid or credited to Perkins, Powell and Harris the sum of $5,500.00 as additional commissions on sales of refined petroleum products made during the period 1/16/56 to 1/31/56 because of unusual competitive price activities other than at the retail level.

6. During October and November, 1955, Standard paid or credited to Perkins, Powell and Harris additional commissions computed at the rate of .25¢ per gallon on stove oil and .20¢ per gallon on diesel and furnace oil for the period from 7/1/56 through 9/30/56. The total of such payments or credits was $3,327.62.

SCHEDULE G
QUANTITIES OF REFINED PETROLEUM PRODUCTS DELIVERED TO SIGNAL OIL & GAS COMPANY AT WILLBRIDGE, OREGON, AND RICHMOND BEACH AND SEATTLE, WASHINGTON

	Motor Gasoline (gallons)	Kerosene (gals)	Auto/Diesel (gals)	Stove Oil	Diesel Fuel	Furnace Oil
Jan. 1955	235,640	-	-	-	-	-
Feb.	411,042	-	-	-	-	-
Mar.	470,117	-	-	-	-	-
Apr.	516,206	-	-	-	-	-
May	444,724	-	-	-	-	-
June	516,943	-	-	-	-	-
July	602,535	-	-	-	-	-
Aug.	313,316	-	-	-	-	-
Sept.	397,357	-	-	-	-	-
Oct.	584,525	-	-	-	-	-
Nov.	709,725	-	-	-	-	-
Dec.	403,557	-	-	-	-	-
Jan. 1956	264,601	-	-	-	-	-
Feb.	338,004	-	-	-	-	-
Mar.	447,913	-	-	-	-	-
Apr.	467,857	-	-	-	-	-
May	558,664	-	-	-	-	-
June	485,279	-	-	-	-	-
July	457,460	-	-	-	-	-
Aug.	562,299	-	-	-	-	-
Sept.	451,889	-	-	-	-	-
Oct.	552,829	-	-	-	-	-
Nov.	544,716	-	-	-	-	-
Dec.	532,218	-	-	-	-	-
Jan. 1957	557,041	-	-	-	-	-
Feb.	615,824	-	-	-	-	-
Mar.	775,822	-	-	-	-	-
Apr.	791,914	-	-	-	-	-
May	835,925	-	-	-	-	-
June	781,804	-	-	-	-	-
July	800,465	-	-	-	-	-
Aug.	669,527	-	-	-	-	-
Sept.	588,946	-	-	-	-	-
Oct.	684,915	-	-	-	-	-
Nov.	598,534	-	-	-	-	-
Dec.	640,189	-	-	-	-	-

SCHEDULE H1

SIGNAL OIL & GAS COMPANY - NET PRICE PER GALLON GASOLINE PAID TO STANDARD

F.O.B. WILLBRIDGE, OREGON

	Ethyl	Regular
8-1-56 to 12-31-56 inc.	$.1425	$ .1225
1-1-57 to 1-16-57 inc.	.1424	.1224
1-17-57 to 3-25-57 inc.	.1474	.1274
3-26-57 to 3-31-57 inc.	.1474	.1274
4-1-57 to 4-2-57 inc.	.1472	.1272
4-3-57 to 6-17-57 inc.	.1512	.1292
6-18-57 to 6-23-57 inc.	.1512	.1292
6-24-57 to 6-30-57 inc.	.1542	.1322
7-1-57 to 11-30-57 inc.	.1535	.1315

SCHEDULE H2

SIGNAL OIL & GAS COMPANY - NET PRICE PER GALLON GASOLINE PAID TO STANDARD

F.O.B. SEATTLE AND RICHMOND BEACH, WASHINGTON

	Ethyl	Regular
3-1-55 to 4-21-55 inc.	$.1360	$ .1210
4-22-55 to 6-28-55 inc.	.1390	.1240
6-29-55 to 1-11-56 inc.	.1450	.1280
1-12-56 to 2-5-56 inc.	.1450	.1280
2-6-56 to 2-28-56 inc.	.1480	.1280
3-1-56 to 3-17-56 inc.	.1428	.1228
3-18-56 to 6-30-56 inc.	.1448	.1248
7-1-56 to 12-31-56 inc.	.1435	.1235
1-1-57 to 1-16-57 inc.	.1434	.1234
1-17-57 to 3-25-57 inc.	.1484	.1284
3-26-57 to 3-31-57 inc.	.1484	.1284
4-1-57 to 4-2-57 inc.	.1482	.1282
4-3-57 to 6-17-57 inc.	.1522	.1302
6-18-57 to 6-23-57 inc.	.1522	.1302
6-24-57 to 6-30-57 inc.	.1552	.1332
7-1-57 to 11-30-57 inc.	.1545	.1325

Plaintiff's Exhibit No. 40

Plf Exhibit 5/6
Case 367-54
Rptr Reed
Date Clerk

DON FRASER CO.
DEALERS IN AUTOMATIC HEATING EQUIPMENT AND HOME HEATING OILS
Phone 3-4721
Office and Display Room at North End of Perkins Oil Co. Bldg.
6829 HIGHWAY NO. 99 • VANCOUVER, WASHINGTON

February 3, 1956

L. Allen Perkins
Perkins Oil Company
6825 North Highway 99
P. O. Box 59
Vancouver, Washington

Dear Allen:

I have just been notified by one of my best service station dealers, Al Hunsicker's Service at Garrison and Mill Plain Road, that unless I give him a better price on his gasoline, he is going to change suppliers. At present, this station does a gallonage of approximately 28,000 gallons per month and has truck and trailer storage. He advised me that he has been offered 3¢ off on both regular and ethyl, and I am sure that you realize that the margin I have is inadequate to meet such competition.

Several of my other outlets have shown a considerable loss in gallonage, which leads me to believe, although I cannot prove it, that my competitors are bootlegging cheap gasoline to these units.

For your information, the Petroleum Products Company of Portland has been trying to sell me products and has offered me the following discounts, delivered at our storage in Vancouver:

Ethyl	.05	per gallon
Regular	.045	per gallon
Stove Oil	.041	per gallon
Diesel	.0335	per gallon.

The Petroleum Products Company advises me that their diesel and stove oil is supplied to them by General Petroleum, and their gasoline is supplied to them by Union Oil Company.

In order to prove to you that I can buy gasoline and burner oils, even from a Vancouver competitor, at a price considerably cheaper than I pay you, I am enclosing three invoices of products that I purchased from the Pennco Oil Company in Vancouver. It seems rather peculiar to me that a small distributor like Pennco Oil Company, which I believe does approximately half the gallonage that I do, can sell me at these prices and still make a profit. Incidentally, Mr. Reed of Pennco is quite anxious to sell me all the gasoline, stove and diesel that I want to buy.

L. Allen Perkins
Vancouver, Washington

February 3, 1956
— Page 2 —

I might also add that in order to retain our business with the Portco Corporation, we had to give them a 10% discount off tank wagon on gasoline and diesel. They explained to me that both their company and the Union Oil Company are members of the National Meat Packers Association, and because of this the Union Oil Company gives them a 10% rebate, which I was required to meet in order to preserve the business.

In line with your repeated requests, we have held our established retail prices on gasoline in our Vancouver and Clark County outlets, and have influenced our competition to do likewise. Across the river in the Portland area major oil companies are consistently undercutting us 2¢ to 3¢ per gallon. As a result, our gasoline gallonage over the last year and a half has decreased approximately 35 percent.

Unless you can give me some relief immediately, I am going to be forced to buy products from outside sources. Allen, I hate to do this, as we have always been very close, and our business has been 100 percent with you over a period of years. Please let me know immediately if you can give me some help.

Yours very truly,

Donald M. Fraser

THE DON FRASER COMPANY

gk

Plaintiff's Exhibit No. 82-B

Exhibit 82B
Case 369-59
Rptr
Date Clerk
Recd

Schedule A-1

CLYDE PERKINS v. STANDARD OIL COMPANY OF CALIFORNIA

Price Differential on Gallons Sold

	Gallons Sold
Ethyl Gasoline	
March 6, 1955 to September 30, 1955.....	1,502,404
October 1, 1955 to September 30, 1956.....	2,342,894
October 1, 1956 to September 30, 1957.....	2,100,155
October 1, 1957 to November 30, 1957.....	316,894
Total.....	6,262,347
Less gallons purchased from other suppliers - see below.....	408,031
	5,854,316

Price differential per gallon - 6877¢ - Schedule A-2
Amount of price differential on gallons sold - Ethyl.... $ 40,260

Regular Gasoline	
March 6, 1955 to September 30, 1955.....	3,015,920
October 1, 1955 to September 30, 1956.....	4,996,550
October 1, 1956 to September 30, 1957.....	4,893,121
October 1, 1957 to November 30, 1957.....	807,416
Total.....	13,713,007
Less gallons purchased from other suppliers - see below.....	893,503
	12,819,504

Price differential per gallon - 6877¢ - Schedule A-2
Amount of price differential on gallons sold - Regular.. 88,160

Total price differential on gallons sold..... $ 128,420

Purchases from suppliers other than Standard Oil Company during the period:

Total - gallons:.....	1,301,534
Ethyl - 6,262,347/19,975,354 of 1,301,534.....	408,031
Regular - 13,713,007/19,975,354 of 1,301,534.....	893,503

Plaintiff's Exhibit No. 82-C

SCHEDULE A-2

CLYDE PERKINS v. STANDARD OIL COMPANY OF CALIFORNIA

COMPUTATION OF AMOUNT OF PRICE DIFFERENTIAL PER GALLON ON GASOLINE

Ethyl	Inclusive Days	Differential Per Gallon	Inclusive Days Times Differential Per Gallon
7/1/56 – 12/31/56	184	.65	119.60
1/1/57 – 1/16/57	16	.66	10.56
1/17/57 – 3/31/57	74	.66	48.84
4/1/57 – 4/2/57	2	.68	1.36
4/3/57 – 6/21/57	80	.68	54.40
6/22/57 – 6/23/57	2	.98	1.96
6/24/57 – 6/30/57	7	.68	4.76
7/1/57 – 11/30/57	153	.75	114.75
	518		356.23

Average differential per gallon – 518 days – .6877¢

Regular			
7/1/56 – 12/31/56	184	.65	119.60
1/1/57 – 1/16/57	16	.66	10.56
1/17/57 – 3/31/57	74	.66	48.84
4/1/57 – 4/2/57	2	.68	1.36
4/3/57 – 6/21/57	80	.68	54.40
6/22/57 – 6/23/57	2	.98	1.96
6/24/57 – 6/30/57	7	.68	4.76
7/1/57 – 11/30/57	153	.75	114.75
	518		356.23¢

Average differential per gallon – 518 days – .6877¢

For determination of differential per gallon see Schedule A-3 attached.

Plaintiff's Exhibit 82C
Case 369-59

Plaintiff's Exhibit No. 82-D

Plf Exhibit 82D
Case 369-59
Rptr
Date Clerk

SCHEDULE A-3

CLYDE PERKINS V. STANDARD OIL COMPANY OF CALIFORNIA

COMPUTATION OF AMOUNT OF PRICE DIFFERENTIAL PER GALLON ON GASOLINE

	PRICES CHARGED BY STANDARD (NOTE 1) C.A. PERKINS	SIGNAL OIL & GAS CO.	DIFFERENTIAL PER GALLON
ETHYL			
7/1/56 - 12/31/56.....	14.90	14.25	.65
1/1/57 - 1/16/57.....	14.90	14.24	.66
1/17/57 - 3/31/57.....	15.40	14.74	.66
4/1/57 - 4/2/57.....	15.40	14.72	.68
4/3/57 - 6/21/57.....	15.80	15.12	.68
6/22/57 - 6/23/57.....	16.10	15.12	.98
6/24/57 - 6/30/57.....	16.10	15.42	.68
7/1/57 - 11/30/57.....	16.10	15.35	.75
REGULAR			
7/1/56 - 12/31/56.....	12.90	12.25	.65
1/1/57 - 1/16/57.....	12.90	12.24	.66
1/17/57 - 3/31/57.....	13.40	12.74	.66
4/1/57 - 4/2/57.....	13.40	12.72	.68
4/3/57 - 6/21/57.....	13.60	12.92	.68
6/22/57 - 6/23/57.....	13.90	12.92	.98
6/24/57 - 6/30/57.....	13.90	13.22	.68
7/1/57 - 11/30/57.....	13.90	13.15	.75

Note 1: Prices charged by Standard as shown above were obtained from Standard's Consolidated Answer to Plaintiff's Interrogatory No. 15 adjusted as follows:

(1) Prices charged C. A. Perkins were increased by .33¢ per gallon.

CLYDE PERKINS V. STANDARD OIL COMPANY OF CALIFORNIA

Estimated Loss of Sales Volume

Period	Projected Sales - Based on Annual Increase of 10%		Actual Sales (Adjusted) Schedule A-5	Estimated Loss of Volume
Base Volume			7,949,607	
3/6 - 9/30/55	209/365 of 110% of 7,949,607	5,007,164	4,355,532	651,632
10/1/55 - 9/30/56	365/209 of 110% of 5,007,164	9,619,025	6,714,193	2,904,832
10/1/56 - 9/30/57	110% of 9,619,025	10,580,927	6,605,553	3,975,374
10/1/57 - 12/1/57	61/365 of 110% of 10,580,927	1,945,151	1,064,429	880,722
		27,152,267	18,739,707	8,412,560

Gross profit per gallon..... 2.000¢

Estimated loss of gross profit (8,412,560 at 2.000¢)..... $168,251

Plaintiff's Exhibit No. 82-E

Plaintiff's Exhibit No. 82-E
(reference)

3 year Ended 9/30/57

Total gross profit	$333,264
Total gallon sold	21,646,645
Average Gross Profit per gallon	1.54¢
Average price Differential	.6877
	2.2277¢

J. Ian McDaniel
reference 82E

Part of Record

Plf Exhibit 82F
Case 369-59
Rptr
Date Clerk

SCHEDULE A-5

CLYDE PERKINS V. STANDARD OIL COMPANY OF CALIFORNIA

DETERMINATION OF ACTUAL SALES AS A BASIS FOR PROJECTING PROBABLE SALES VOLUME (GALLONS)

	TOTAL ACTUAL SALES	DEDUCTIONS: SALES THROUGH NEW STATIONS BUILT DURING THE PERIOD					ADJUSTED ACTUAL SALES
		CANYONVILLE	RIDDLE	HOOD RIVER	DOLLAR CORNER	TOTAL	
3/6/55 to 9/30/55	4,518,324		149,687	4,455	8,650	162,792	4,355,532
10/1/55 to 9/30/56	7,339,444	29,730	458,872	28,146	108,503	625,251	6,714,193
10/1/56 to 9/30/57	6,993,276	98,276		192,500	96,947	387,723	6,605,553
10/1/57 to 12/1/57	1,124,310	7,338		28,043	24,500	59,881	1,064,429
	19,975,354	135,344	608,559	253,144	238,600	1,235,647	18,739,707

Base Volume:

Actual sales - 4/1/55 to 9/30/55	4,181,435
Less: Sales through new stations - as above	162,792
Balance	4,018,643
Conversion to annual basis (calculated on the basis of 4/1/55 to 9/30/55 representing 55% of annual sales)	7,306,624
Sales for year ended 9/30/56 - adjusted as above	6,714,193
Decrease	592,431
Percentage of decrease to 9/30/56 sales (592,431/6,714,193)	8.8%
Base volume - 108.8% of 7,306,624	7,949,607

Plaintiff's Exhibit No. 82-F

Plaintiff's Exhibit No. 82-G-2

Plf Exhibit 82 G-2
Case 369-59
Rptr
Date Clerk Recd

SCHEDULE A-7

CLYDE PERKINS V. STANDARD OIL COMPANY OF CALIFORNIA

LOSS OF GROSS PROFIT - FUEL OIL ~~[illegible]~~

	YEAR ENDED 9/30/55	9/30/56	9/30/57	TOTAL
FUEL OIL:				
Sales - Washington.....	$313,066	$364,890	$253,303	
- Oregon.....	270,741	175,136	119,280	
	583,807	540,026	372,583	
Cost of sales - Washington	279,745	319,050	225,028	
- Oregon....	228,130	138,485	93,771	
	507,875	457,535	318,799	
Gross profit.....	$ 75,932	~~$ 82,491~~	~~$ 53,784~~	
Loss of gross profit - excess of 9/30/56 over 9/30/57			~~$ 28,707~~	~~$28,707~~
Less freight		(24,757)	(7853)	
Less gross profit on P.S. 3a		(1,030)		
		56702	45,931	10,771

Amounts of sales and cost of sales shown above were obtained from the books of account of Perkins Oil Company of Washington and Perkins Oil Co. of Oregon.

Plaintiff's Exhibit No. 82-J

Plaintiff's Exhibit 82-J
Date 1-30-59
Rptr
Date Clerk

SCHEDULE A-11

CLYDE PERKINS V. STANDARD OIL COMPANY OF CALIFORNIA

COMPUTATION OF LOSS IN VALUE OF BUSINESS

	SALES IN GALLONS			
	4/1/55 to 9/30/55	10/1/55 to 9/30/56	10/1/56 to 9/30/57	10/1/57 to 11/30/57
Stations owned by C. A. Perkins				
Sales	1,387,085	2,321,759	2,091,256	327,505
Adjustments to annual basis - See Note	1,134,888			1,719,401
	2,521,973			2,046,906
Projected volume - based on annual increase of 10%		2,774,170	3,051,587	3,356,746
Actual volume - annual basis				2,046,906
Loss of volume - annual basis				1,309,840
Average monthly loss of volume				109,153
Depreciation in going concern value at $1.25 per gallon of monthly volume				$ 136,441

Volume for the period from April 1 to September 30, 1955 is estimated to represent 55% of a year's volume and volume for the period October 1 to November 30, 1957 is estimated to represent 16% of a year's volume. These percentages were calculated from taxable gallonage reported to the State of Oregon for gasoline tax purposes for the calendar years 1955 and 1957, respectively.

Plaintiff's Exhibit No. 82-L

Plf. Exhibit 82 L
Case 369-59
Rptr Recd
Date Clerk

SCHEDULE A-13

CLYDE PERKINS V. STANDARD OIL COMPANY OF CALIFORNIA

COMPUTATION OF LOSS IN VALUE OF BUSINESS

	SALES IN GALLONS			
	4/1/55 to 9/30/55	10/1/55 to 9/30/56	10/1/56 to 9/30/57	10/1/57 to 11/30/57
Stations leased by C. A. Perkins.				
Sales	421,615	907,993	697,079	86,668
Adjustment to annual basis - See Note	344,958			455,007
	766,573			541,675
Projected volume - based on annual increase of 10%		843,230	927,553	1,020,308
Actual volume - annual basis				541,675
Loss of volume - annual basis				478,633
Average monthly loss of volume				39,886
Depreciation in going concern value at $1.25 per gallon of monthly volume				$ 49,857
Depreciation in going concern value at $0.75 per gallon of monthly value				$ 29,915

Volume for the period from April 1 to September 30, 1955 is estimated to represent 55% of a year's volume and volume for the period October 1 to November 30, 1957 is estimated to represent 16% of a year's volume. These percentages were calculated from taxable gallonage reported to the State of Oregon for gasoline tax purposes for the calendar years 1955 and 1957, respectively.

Plaintiff's Exhibit No. 82-M

Plaintiff Exhibit 82m
Case 369-59
Rptr
Date Clerk

SCHEDULE A-14

CLYDE PERKINS V. STANDARD OIL COMPANY OF CALIFORNIA

Computation of loss in value of business

	Sales in Gallons			
	4/1/55 to 9/30/55	10/1/55 to 9/30/56	10/1/56 to 9/30/57	10/1/57 to 11/30/57
Stations leased by Perkins Oil Company of Washington				
Sales	84,098	238,612	224,118	19,277
Adjustment to annual basis - See Note	68,807			101,204
	152,905			120,481
Projected volume - based on annual increase of 10%		168,195	185,015	203,516
Actual volumes - annual basis				120,481
Loss of volume - annual basis				83,035
Average monthly loss of volume				6,920
Depreciation in going concern value at $1.25 per gallon of monthly volume				$ 8,650
Depreciation in going concern value at .75 per gallon of monthly volume				$ 5,190

Volume for the period from April 1 to September 30, 1955 is estimated to represent 55% of a year's volume and volume for the period October 1 to November 30, 1957 is estimated to represent 16% of a year's volume. These percentages were calculated from taxable gallonage reported to the State of Oregon for gasoline tax purposes for the calendar years 1955 and 1957, respectively.

[Exhibit withdrawn]

Plaintiff's Exhibit No. 82-O

SCHEDULE A-16

CLYDE PERKINS v. STANDARD OIL COMPANY OF CALIFORNIA

Computation of Loss in Value of Business - Fuel and Diesel Oil

Sales - Calendar year 1955 - Gallons.....		4,463,203
Sales - October and November - 1957.....	501,298	
Adjusted to Annual basis.....		2,387,133
Loss in volume - Gallons.....		2,076,070
Estimated gross profit per gallon - 1.5¢.....		$ 31,141
Estimated operating expenses per gallon - .75¢.....		15,571
Loss of income on volume lost.....		$ 15,570
Loss in going concern value attributable to loss in volume - 10 times net income.....		$ 155,700

82-B	128 420
E	168 251
C-2	10 771
G	136 441
L	29 915
M	5 190
O	155 700
	634,688
P	~~14149~~
	~~620539~~
	-30,275
	$604,413

Glen McDaniel
Reference 82-P-1
TOTAL CORRECTED
PER EXHIBIT 1692

Plaintiff's Exhibit No. 82-P-1

CLYDE PERKINS V. STANDARD OIL COMPANY

Summary of Gallons Sold - By Customers

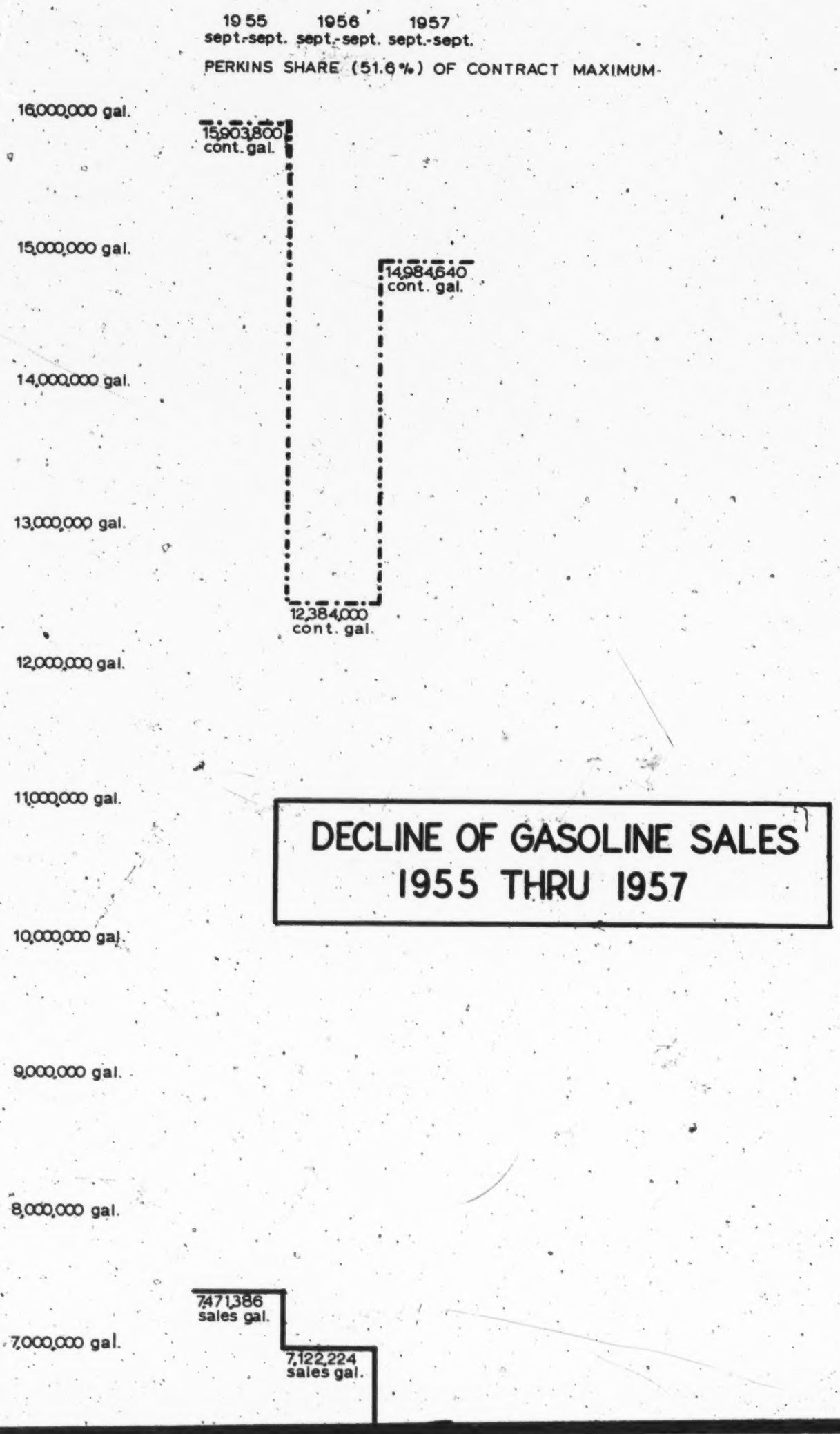
Name	4/1/55 to 9/30/55	10/1/55 to 9/30/56	10/1/56 to 9/30/57	10/1/57 to 12/1/57	Month Service Began	Month Service Ended	4/1/55 9/30/5
Dallas Bennett			75,477	19,335	March 1957		
Champion Fleet Service	203,211	417,259	391,025	59,534			33,869
Don's Champion Service	82,326	146,654	127,107	24,490			13,721
The Don Fraser Co.	452,945	853,252	805,508	145,885			75,491
Interstate Service, Inc.	40,945	28,013				March 1956	6,824
Burt Pepper		17,648	148,611	15,632	Sept. 1956		
Perkins Oil Co. of Roseburg	360,148	498,758	361,988	43,515			60,025
R & H Champion Fleet Service	247,510	360,215	181,540	19,114			41,252
Sam Cremedas	18,540	15,037	14,801	300			3,090
Malloy Fuel Oil		5,991	500		Oct. 1955	Jan. 1957	
Twin Cities Oil, Inc.	478,400	758,957	580,249	75,508			79,733
Hussey Heating Oils	71,112	139,875				Sept. 1956	11,852
Don Fraser Oil Co.	452,946	853,253	805,507	145,885			75,491
Holleman Motor Co.	163,999	299,022	274,612	41,838			27,333
Barcus Sales & Service			111,901	11,151	Nov. 1956		
T & R Service		35,802	45,154	3,347	Nov. 1955		
Myrtle Point Oil Co.	107,296	187,283	204,722	30,332			17,883
Mid Oil Co.	150,320	385,886	60,690			June 1957	25,053
Webster Bros. Champion Service	84,098	204,272	130,748		July 1955	July 1957	28,033
O.K. Rubber Welders		34,340	93,370	19,277	May 1956		
E. A. White			51,907	20,631	May 1957		
Donald Shones			218,419	17,629	Oct. 1956		
C. S. Murray	58,395	356,107	457,871	80,309	July 1955		19,465
Lynn Bros. Champion Fleet Service		29,730	78,276	7,338	July 1956	Oct. 1957	
R. A. Briggs & Son	20,743	23,348	3,052		May 1955	Oct. 1956	4,149
Paris B. Breedlove			229,073	127,207	Nov. 1956		
Ed. Gleason	11,139	38,115	63,664	6,221			1,857
Grace's Service Station	122,887	214,783	231,661	33,499			20,481
Laffing Gas Service			101,796	30,809	Nov. 1956		
Maxwell Oil Co.	129,850	205,540	116,400		Aug. 1955	Sept. 1957	64,925
Hoyt Medford Service Station		144,396	34,601		Apr. 1956	Apr. 1957	
Ben Pullen	98,341	183,070	152,569	20,039			16,390
Les Carter	419,833	3,947				Oct. 1955	69,972
Great Lakes Carbon Corp.	12,996	8,059				Feb. 1956	2,166
Stokes Trucking Co.	145,016	155,029	71,614	6,104			24,169
Vancouver Bus Co.	28,040	71,148	25,419	6,735			4,673
Dollars Corner	8,650	108,503	96,947	24,500	Sept. 1955		8,650
E. Vern Green	4,455	28,146	192,500	28,043	Sept. 1955		4,455
Donald Shones	149,687	458,872				Sept. 1956	24,948
TOTAL	4,123,828	7,270,309	6,539,279	1,064,207			765,950

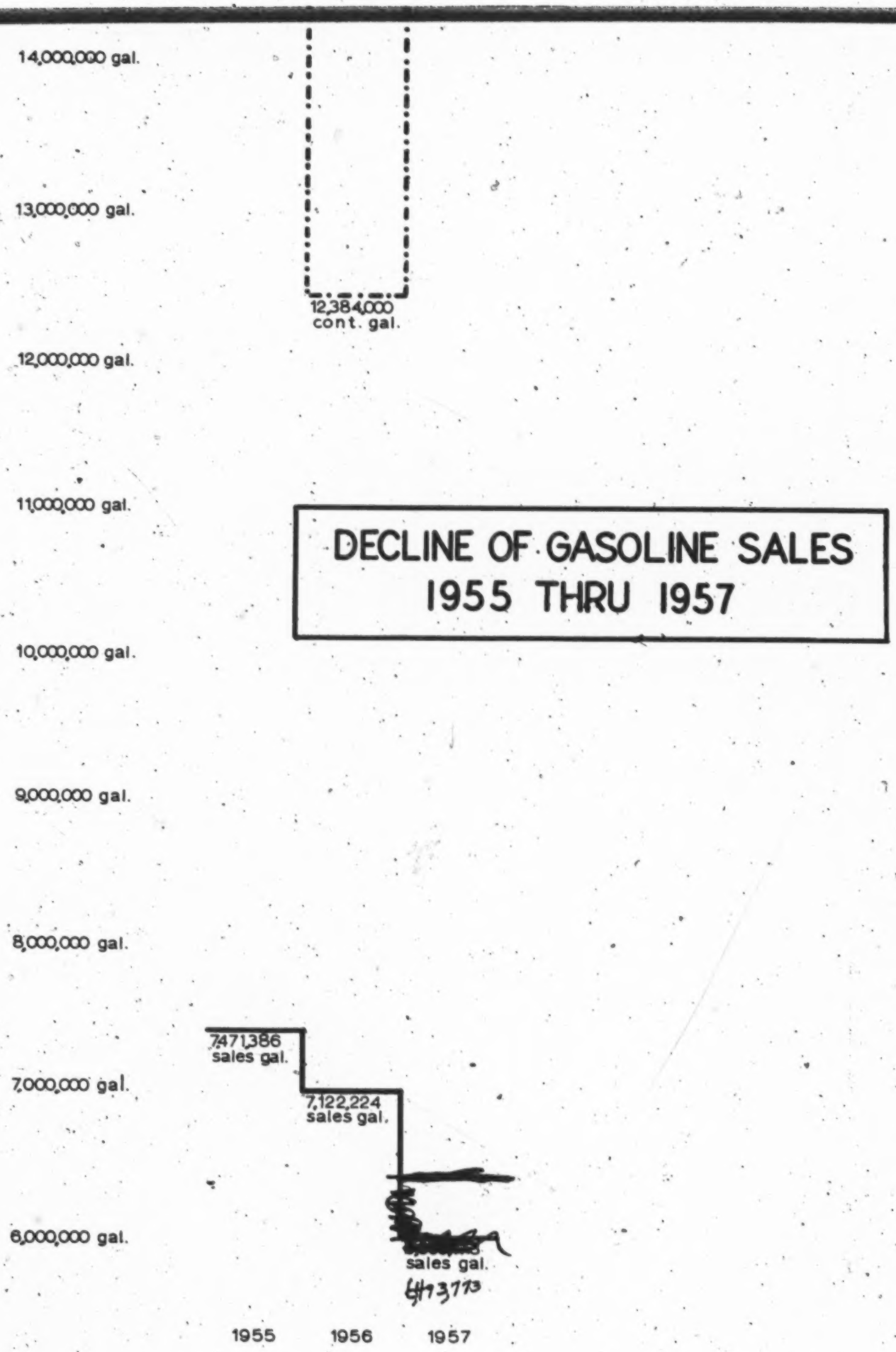
CLYDE PERKINS V. STANDARD OIL COMPANY

Summary of Gallons Sold - By Customers

Plaintiff's Exhibit No. 93-A-1

/55 to 0/55	10/1/55 to 9/30/56	10/1/56 to 9/30/57	10/1/57 to 12/1/57	Month Service Began	Month Service Ended	Average Gallons Per Month 4/1/55 to 9/30/55	10/1/55 to 9/30/56	10/1/56 to 9/30/57	10/1/57 to 12/1/57
		75,477	19,335	March 1957				12,580	9,668
,211	417,259	391,025	59,534			33,869	34,772	32,585	29,767
,326	146,654	127,107	24,490			13,721	12,221	10,592	12,245
,945	853,252	805,508	145,885			75,491	71,104	67,126	72,943
,945	28,013				March 1956	6,824	4,669		
	17,648	148,611	15,632	Sept. 1956			17,648	12,384	7,816
,148	498,758	361,988	43,515			60,025	41,563	30,166	21,758
,510	360,215	181,540	19,114			41,252	30,018	15,128	9,557
,540	15,037	14,801	300			3,090	1,253	1,233	150
	5,991	500		Oct. 1955	Jan. 1957		499	125	
,400	758,957	580,249	75,508			79,733	63,246	48,354	37,754
,112	139,875				Sept. 1956	11,852	11,656		
,946	853,253	805,507	145,885			75,491	71,104	67,126	72,943
,999	299,022	274,612	41,838			27,333	24,919	22,884	20,919
		111,901	11,151	Nov. 1956				10,173	5,576
	35,802	45,154	3,347	Nov. 1955			3,255	3,763	1,674
,296	187,283	204,722	30,332			17,883	15,607	17,060	15,166
,320	385,886	60,690			June 1957	25,053	32,157	6,743	
,098	204,272	130,748		July 1955	July 1957	28,033	17,023	13,075	
	34,340	93,370	19,277	May 1956			6,868	7,781	9,639
		51,907	20,631	May 1957				10,381	10,316
		218,419	17,629	Oct. 1956				18,202	8,815
,395	356,107	457,871	80,309	July 1955		19,465	29,676	38,156	40,155
	29,730	78,276	7,338	July 1956	Oct. 1957		9,910	6,523	7,338
,743	23,348	3,052		May 1955	Oct. 1956	4,149	1,946	3,052	
		229,073	127,207	Nov. 1956				20,825	63,604
,139	38,115	63,664	6,221			1,857	3,176	5,305	3,111
,887	214,783	231,661	33,499			20,481	17,899	19,305	16,750
		101,796	30,809	Nov. 1956				9,254	15,405
,850	205,540	116,400		Aug. 1955	Sept. 1957	64,925	17,128	9,700	
	144,396	34,601		Apr. 1956	Apr. 1957		24,066	4,943	
,341	183,070	152,569	20,039			16,390	15,256	12,714	10,020
,833	3,947				Oct. 1955	69,972	3,947		
,996	8,059				Feb. 1956	2,166	1,612		
,016	155,028	71,614	6,104			24,169	12,919	5,968	3,052
,040	71,148	25,419	6,735			4,673	5,929	2,118	3,368
,650	108,503	96,947	24,500	Sept. 1955		8,650	9,042	8,079	12,250
,455	28,146	192,500	28,043	Sept. 1955		4,455	2,346	16,042	14,022
,687	458,872				Sept. 1956	24,948	38,239		
,828	7,270,309	6,539,279	1,064,207			765,950	652,673	569,445	535,781

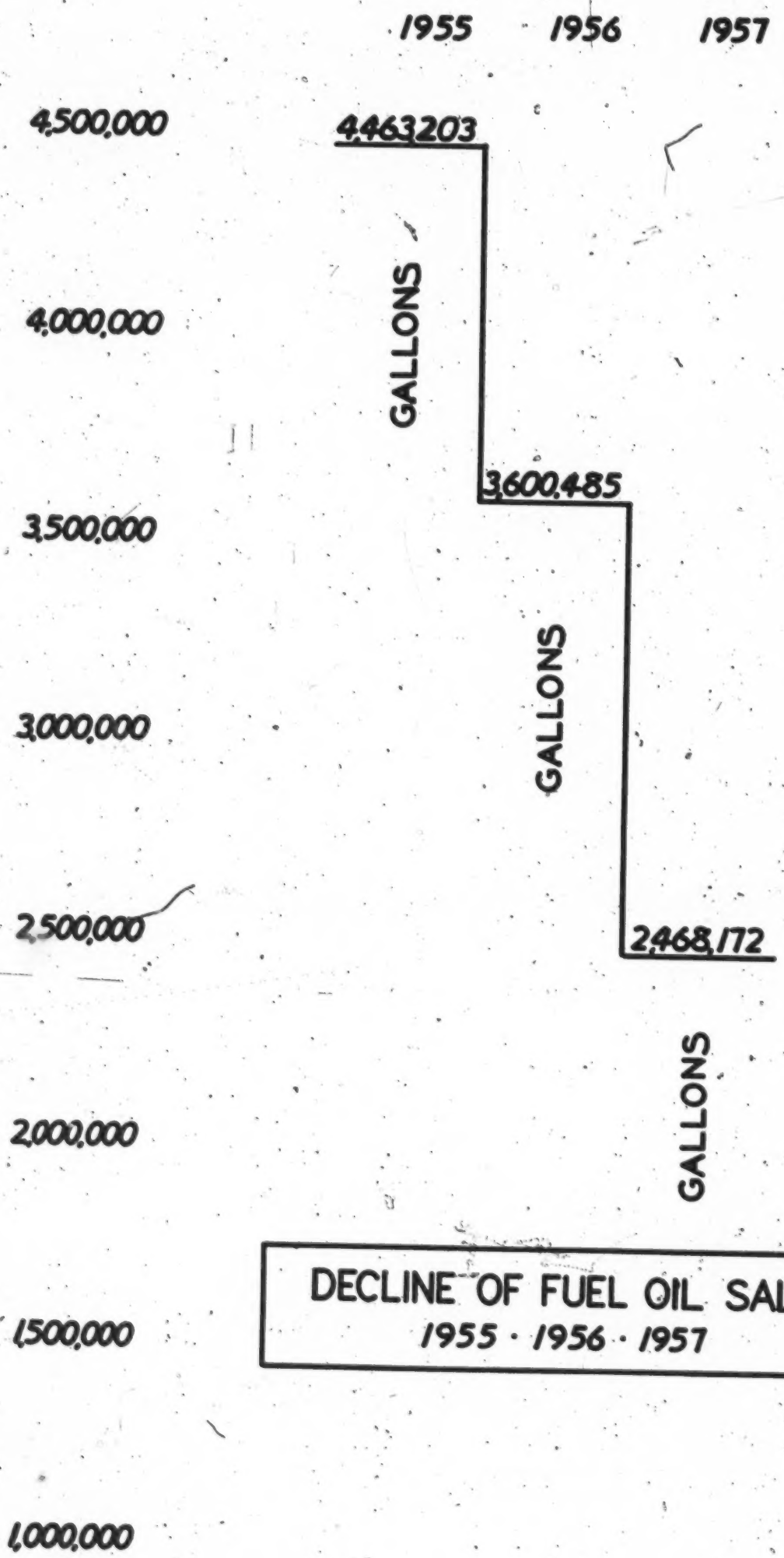

1955 sept.-sept.
1956 sept.-sept.
1957 sept.-sept.
PERKINS SHARE (51.6%) OF CONTRACT MAXIMUM
16,000,000 gal.
15,000,000 gal.
14,000,000 gal.
13,000,000 gal.
12,000,000 gal.
11,000,000 gal.
10,000,000 gal.
9,000,000 gal.
8,000,000 gal.
7,000,000 gal.
15,903,800 cont. gal.
14,984,640 cont. gal.
12,384,000 cont. gal.
7,471,386 sales gal.
7,122,224 sales gal.
DECLINE OF GASOLINE SALES
1955 THRU 1957



Plaintiff's Exhibit No. 93-B

2

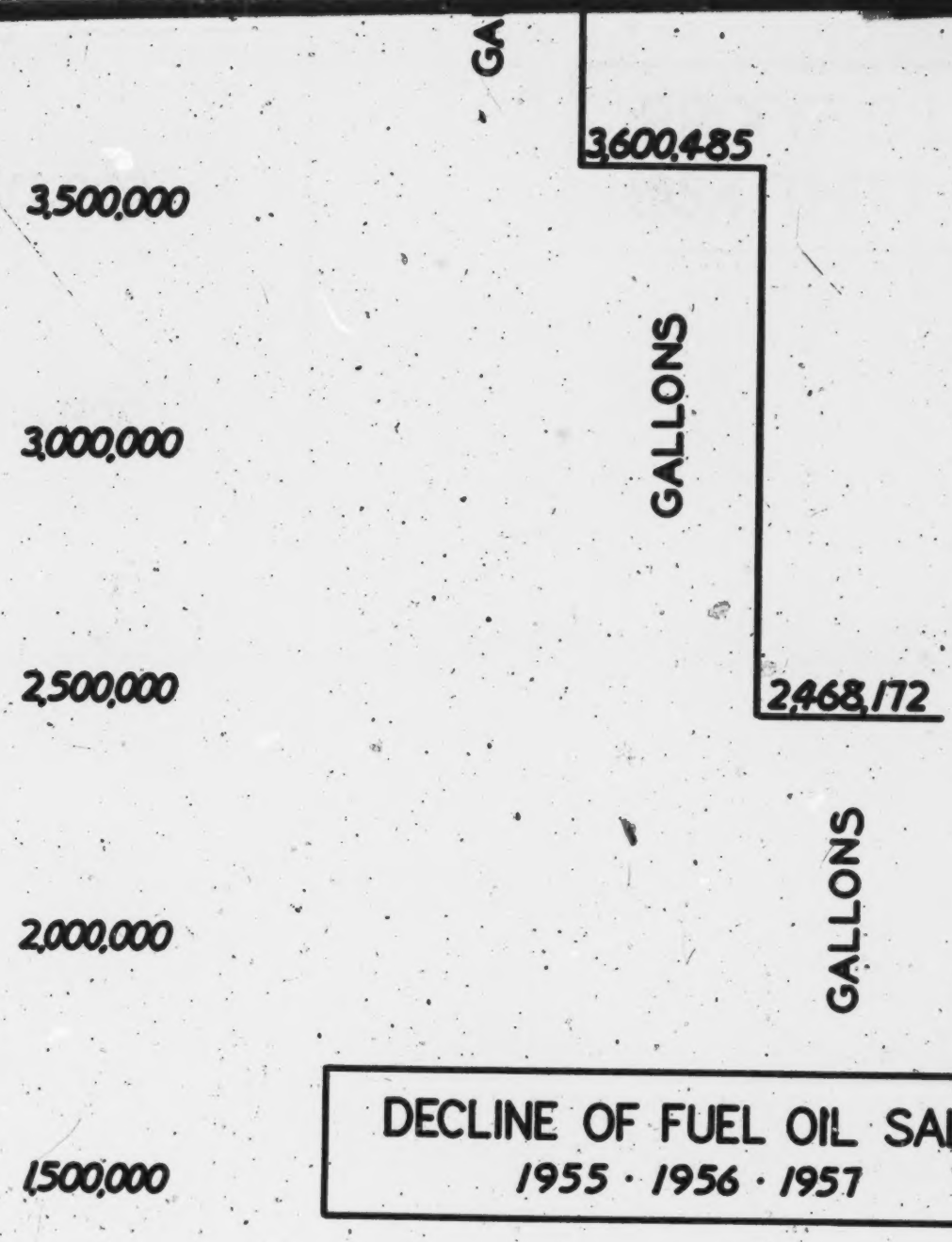
542



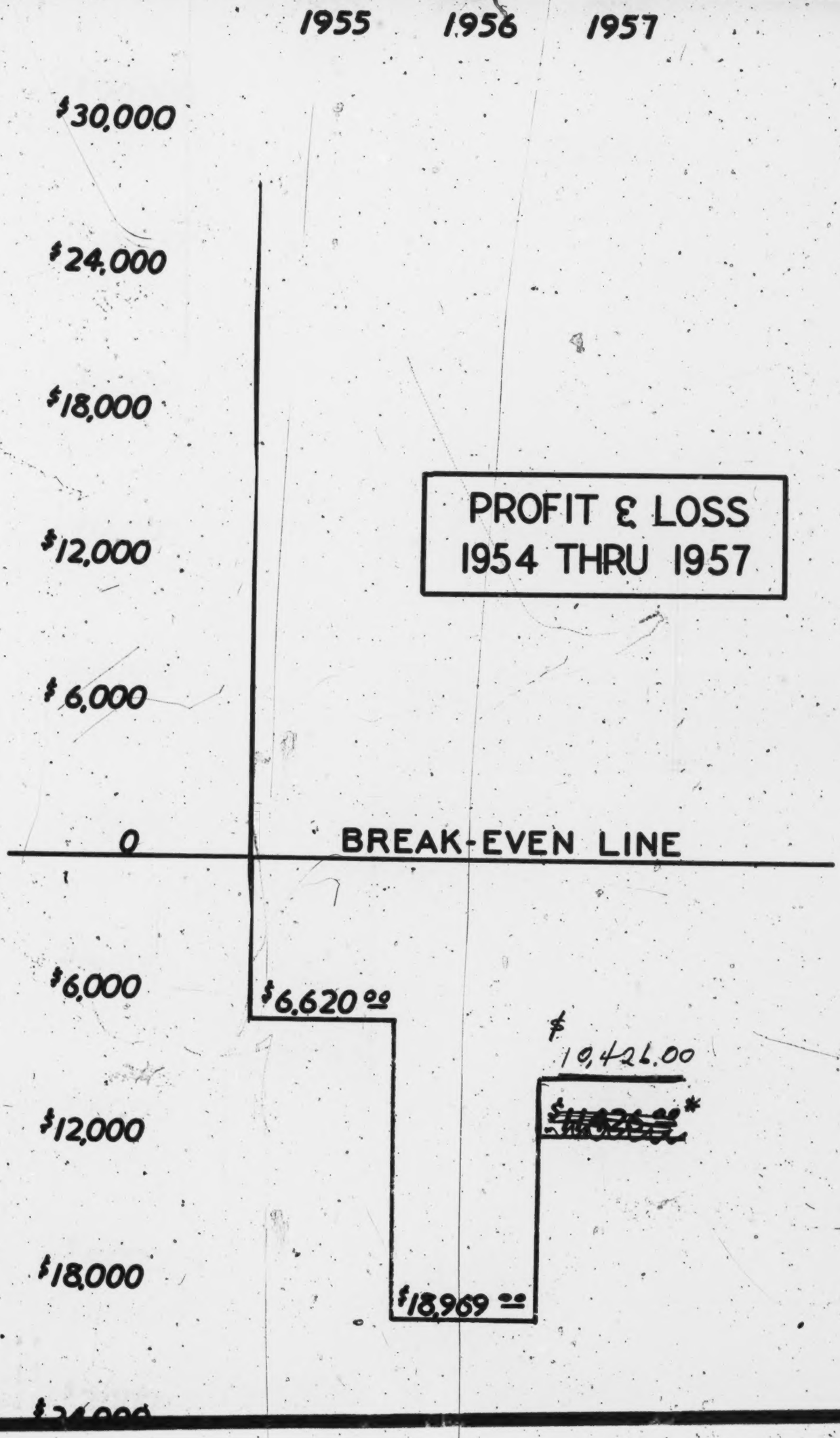
DECLINE OF FUEL OIL SALES
1955 · 1956 · 1957

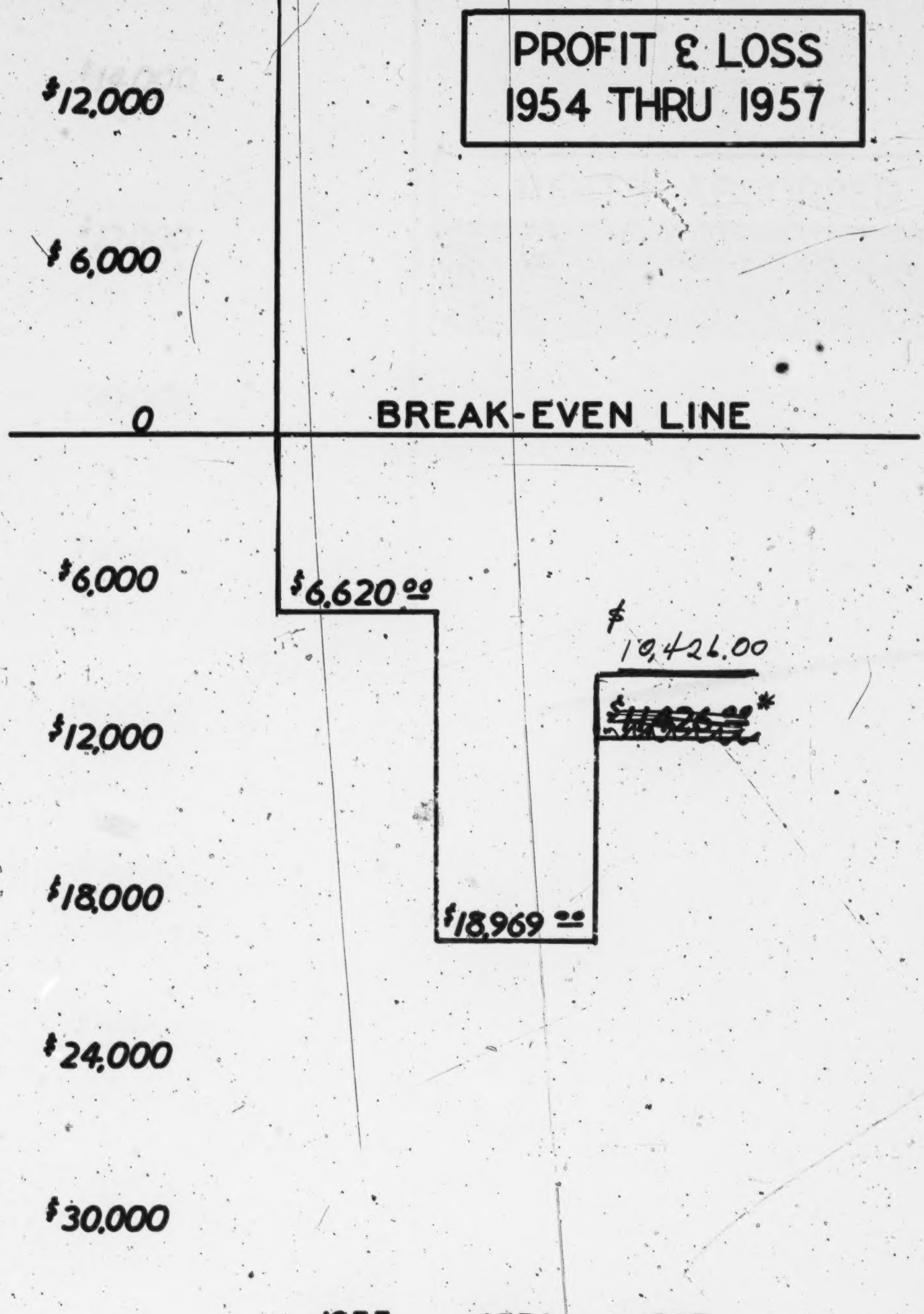
Plaintiff's Exhibit No. 93-C

(3)



DECLINE OF FUEL OIL SALES
1955 · 1956 · 1957

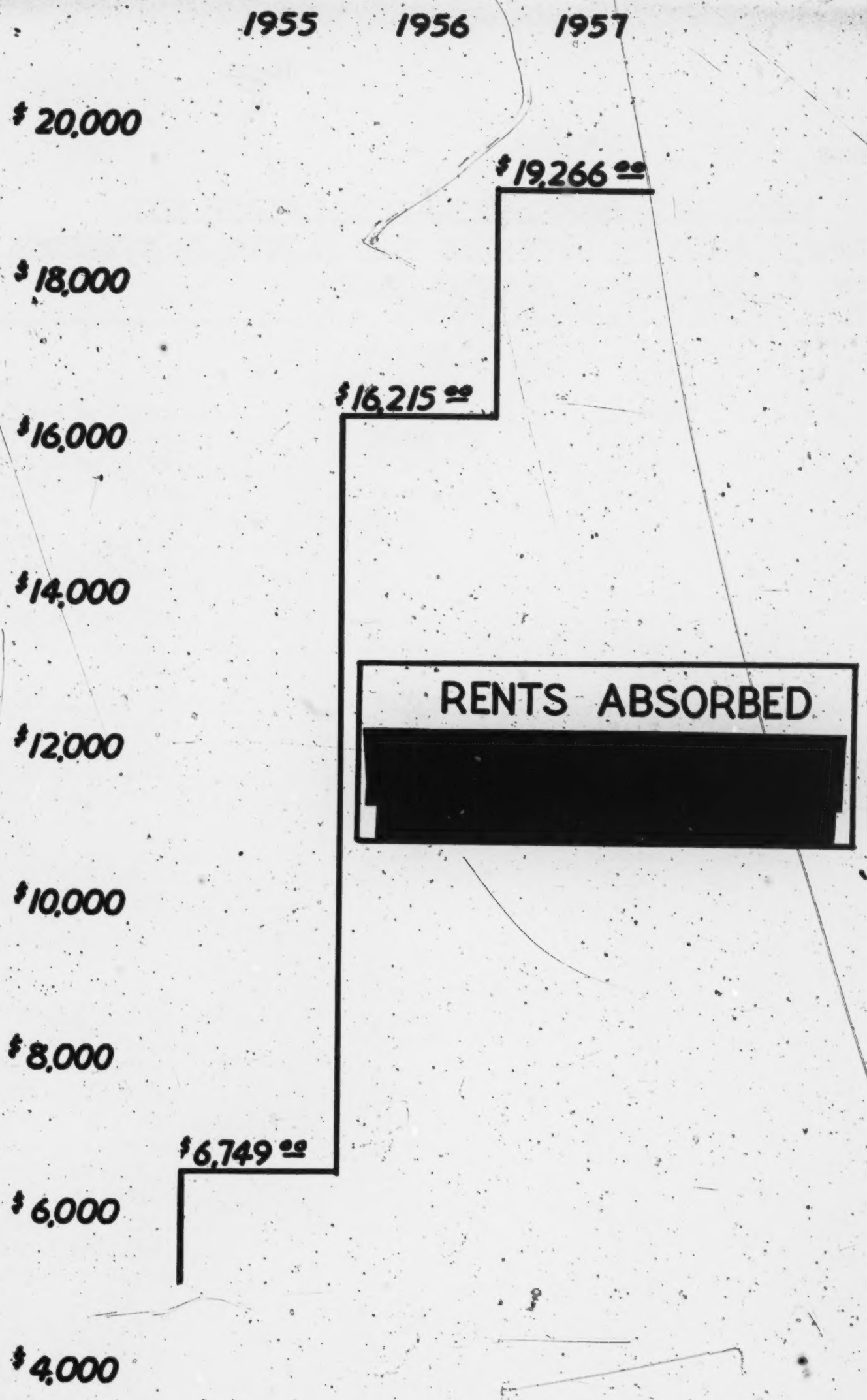

1955
1956
1957
$30,000
$24,000
$18,000
$12,000
$6,000
0
PROFIT & LOSS
1954 THRU 1957
BREAK-EVEN LINE
$6,000
$12,000
$18,000
$6,620.00
$18,969.00
$10,426.00

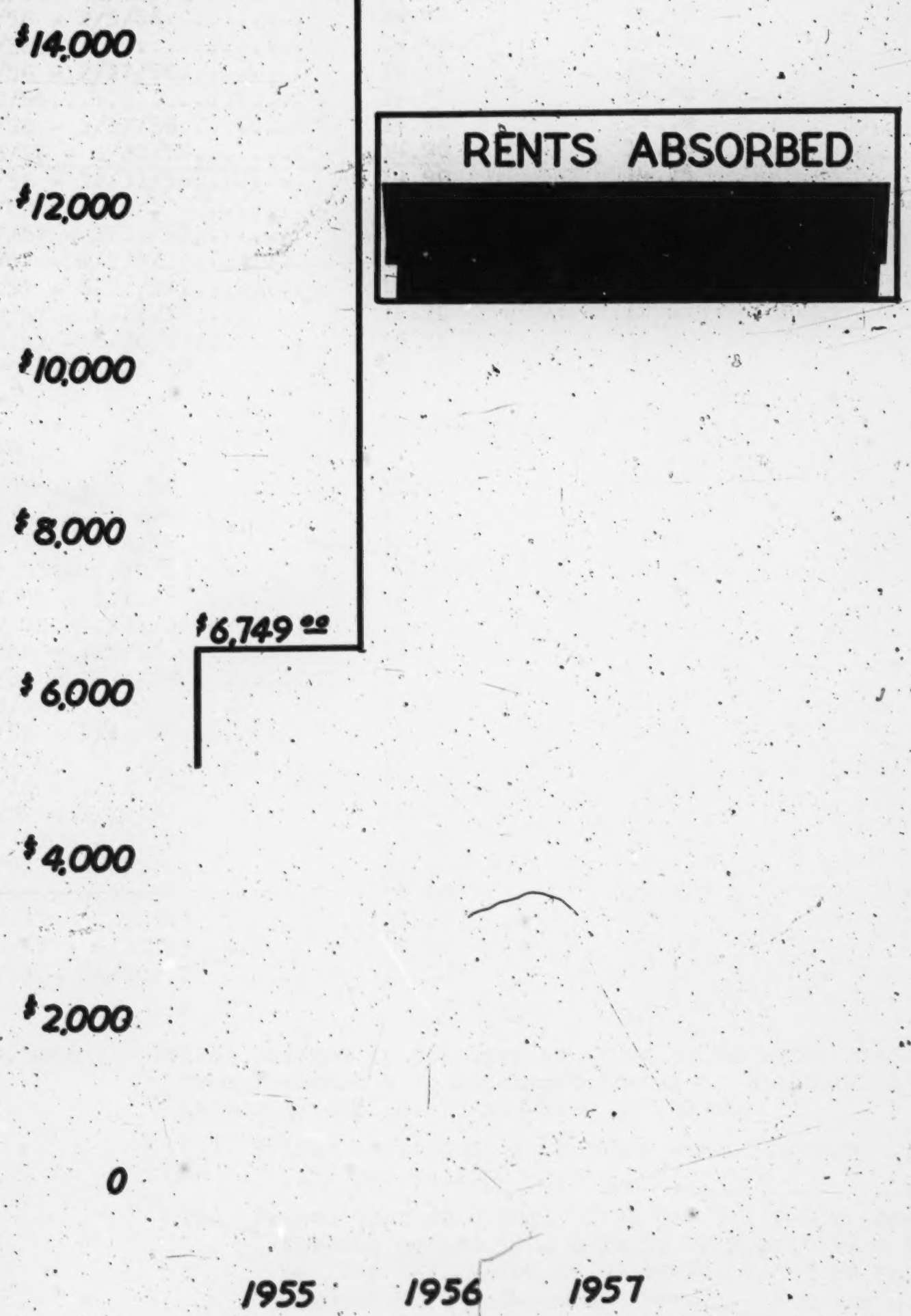


Plaintiff's Exhibit No. 93-D

4

544


1955
1956
1957
$20,000
$18,000
$16,000
$14,000
$12,000
$10,000
$8,000
$6,000
$4,000
$19,266.00
$16,215.00
$6,749.00
RENTS ABSORBED
[redacted]



Plaintiff's Exhibit No. 93-E

5

545

SCHEDULE A-3

CLYDE PERKINS V. STANDARD OIL COMPANY OF CALIFORNIA

COMPUTATION OF AMOUNT OF PRICE DIFFERENTIAL PER GALLON ON GASOLINE

	PRICES CHARGED BY STANDARD (NOTE 1)		DIFFERENTIAL
	C.A. PERKINS	SIGNAL OIL & GAS CO.	PER GALLON
ETHYL			
Period:			
3/6/55 - 4/21/55.....	14.60¢	13.60¢	1.00¢
4/22/55 - 4/30/55.....	14.90	13.90	1.00
5/1/55 - 6/28/55.....	14.40	13.90	.50
6/29/55 - 7/10/55.....	14.40	14.40	
7/11/55 - 1/11/56.....	14.90	14.40	.50
1/12/56 - 1/31/56.....	14.90	14.40	.50
2/1/56 - 2/5/56.....	14.40	14.40	
2/6/56.....	14.40	14.70	(.30)
2/7/56 - 2/27/56.....	14.70	14.70	
2/28/56.....	14.90	14.70	.20
3/1/56 - 3/17/56.....	14.90	14.18	.72
3/18/56 - 6/30/56.....	14.90	14.38	.52
7/1/56 - 12/31/56.....	14.90	14.25	.65
1/1/57 - 1/16/57.....	14.90	14.24	.66
1/17/57 - 3/31/57.....	15.40	14.74	.66
4/1/57 - 4/2/57.....	15.40	14.72	.68
4/3/57 - 6/21/57.....	15.80	15.12	.68
6/22/57 - 6/23/57.....	16.10	15.12	.98
6/24/57 - 6/30/57.....	16.10	15.42	.68
7/1/57 - 11/30/57.....	16.10	15.35	.75
REGULAR			
3/6/55 - 4/21/55.....	12.60	12.10	.50
4/22/55 - 4/30/55.....	12.90	12.40	.50
5/1/55 - 6/28/55.....	12.65	12.40	.25
6/29/55 - 7/10/55.....	12.65	12.70	(.05)
7/11/55 - 1/11/56.....	12.95	12.70	.25
1/12/56 - 1/31/56.....	12.95	12.70	.25
2/1/56 - 2/5/56.....	12.70	12.70	
2/6/56 - 2/27/56.....	12.70	12.70	
2/28/56.....	12.90	12.70	.20
3/1/56 - 3/17/56.....	12.90	12.18	.72
3/18/56 - 6/30/56.....	12.90	12.38	.52
7/1/56 - 12/31/56.....	12.90	12.25	.65
1/1/57 - 1/16/57.....	12.90	12.24	.66
1/17/57 - 3/31/57.....	13.40	12.74	.66
4/1/57 - 4/2/57.....	13.40	12.72	.68
4/3/57 - 6/21/57.....	13.60	12.92	.68
6/22/57 - 6/23/57.....	13.90	12.92	.98
6/24/57 - 6/30/57.....	13.90	13.22	.68
7/1/57 - 11/30/57.....	13.90	13.15	.75

Note 1: Prices charged by Standard [illegible]

6/29/55 - 7/10/55.....	14.40	14.40	
7/11/55 - 1/11/56.....	14.90	14.40	.50
1/12/56 - 1/31/56.....	14.90	14.40	.50
2/1/56 - 2/5/56.....	14.40	14.40	
2/6/56.....	14.40	14.70	(.30)
2/7/56 - 2/27/56.....	14.70	14.70	
2/28/56.....	14.90	14.70	.20
3/1/56 - 3/17/56.....	14.90	14.18	.72
3/18/56 - 6/30/56.....	14.90	14.38	.52
7/1/56 - 12/31/56.....	14.90	14.25	.65
1/1/57 - 1/16/57.....	14.90	14.24	.66
1/17/57 - 3/31/57.....	15.40	14.74	.66
4/1/57 - 4/2/57.....	15.40	14.72	.68
4/3/57 - 6/21/57.....	15.80	15.12	.68
6/22/57 - 6/23/57.....	16.10	15.12	.98
6/24/57 - 6/30/57.....	16.10	15.42	.68
7/1/57 - 11/30/57.....	16.10	15.35	.75

REGULAR

3/6/55 - 4/21/55.....	12.60	12.10	.50
4/22/55 - 4/30/55.....	12.90	12.40	.50
5/1/55 - 6/28/55.....	12.65	12.40	.25
6/29/55 - 7/10/55.....	12.65	12.70	(.05)
7/11/55 - 1/11/56.....	12.95	12.70	.25
1/12/56 - 1/31/56.....	12.95	12.70	.25
2/1/56 - 2/5/56.....	12.70	12.70	
2/6/56 - 2/27/56.....	12.70	12.70	
2/28/56.....	12.90	12.70	.20
3/1/56 - 3/17/56.....	12.90	12.18	.72
3/18/56 - 6/30/56.....	12.90	12.38	.52
7/1/56 - 12/31/56.....	12.90	12.25	.65
1/1/57 - 1/16/57.....	12.90	12.24	.66
1/17/57 - 3/31/57.....	13.40	12.74	.66
4/1/57 - 4/2/57.....	13.40	12.72	.68
4/3/57 - 6/21/57.....	13.60	12.92	.68
6/22/57 - 6/23/57.....	13.90	12.92	.98
6/24/57 - 6/30/57.....	13.90	13.22	.68
7/1/57 - 11/30/57.....	13.90	13.15	.75

Note 1: Prices charged by Standard as shown above were obtained from Standard's Consolidated Answer to Plaintiff's Interrogatory No. 15 adjusted as follows:

(1) Prices charged C. A. Perkins were increased by .33¢ per gallon.

~~(2) Prices charged Signal Oil & Gas Co. F.O.B. Seattle for the period from 6/29/55 to 8/1/56 were reduced by .10¢ per gallon to eliminate Business and Occupation tax included therein. For the period subsequent to 8/1/56 F.O.B. Willbridge prices were used.~~

Plaintiff's Exhibit No. 93-I

Plaintiff's Exhibit Nos. 93-M and 93-N

DIFFERENCE IN TOTAL MARGINS BETWEEN SIGNAL OIL & GAS CO. AND PERKINS OIL CO.

Ex 93N—Ethyl
93M—Regular

Date	Contract Basic Margin	Temporary Additional Discounts	Day to Day Discounts	Total Margins
Signal Oil & Gas Co.—Regular				
7-1-47	4.50¢			4.50¢
3-1-56	4.50	0.52¢		5.02
7-1-56	4.50	0.65		5.15
1-1-57	4.50	0.66		5.16
4-1-57	4.50	0.68		5.18
7-1-57	4.50	0.75		5.25
Perkins Oil Co.—Regular				
3-2-55	3.50¢	0.50¢		4.00¢
5-1-55	3.50	0.50	0.25¢*	4.25
8-8-55	3.50	0.50	0.25	4.25
2-1-56	3.50	0.50	0.50	4.50
7-1-57	3.50	0.50	0.50	4.50

*0.25¢ per gallon allowance retroactive to 5-1-55 granted by Standard 8-8-55.

Signal Oil & Gas Co.—Ethyl				
7-1-47	5.50¢			5.50¢
3-1-56	5.50	0.52¢		6.02
7-1-56	5.50	0.65		6.15
1-1-57	5.50	0.66		6.16
4-1-57	5.50	0.68		6.18
7-1-57	5.50	0.75		6.25
Perkins Oil Co.—Ethyl				
3-2-55	4.00¢	0.50¢		4.50¢
5-1-55	4.00	1.00		5.00
2-1-56	4.00	1.00	0.50¢	5.50
7-1-57	4.00	1.00	0.50	5.50

Basic margins are calculated from Standard's posted tank wagon price.

Plaintiff's Exhibit No. 93-O

PERKINS OIL COMPANY

(Consolidated Comparative Profit Figures for PERKINS of Oregon and Washington)

	9-30-55	9-30-56	9-30-57
SALES			
Gasoline	1,784,495	1,837,380	1,756,935
Fuel Oils	583,807	540,026	372,583
Other	350,086	299,876	183,772
Total Sales:	2,718,388	2,677,282	2,313,200
Gross Profit	190,351	217,991	181,151
EXPENSES	184,236	220,834	175,851
Rent Absorption*			
Rent in	30,498	35,627	32,115
Rent out	37,247	51,842	51,381
	(6,749)	(16,215)	(19,266)
OTHER INCOME	13,094	18,692	17,021**
OTHER EXPENSE	19,080	18,603	10,081
Net Gain (Loss)	(6,620)	(18,969)	(7,026)**

Plaintiff's Exhibit No. 102

Def Exhibit 1001
Case 369-59
Rptr
Date Clerk

Ply Exhibit 102
Case 369-59
Rptr
Date Clerk

CONSIGNMENT AGREEMENT

THIS AGREEMENT, executed July 16, 1956, between STANDARD OIL COMPANY OF CALIFORNIA, a Delaware corporation, hereinafter called "Standard", and DEE G. POWELL, CLYDE A. PERKINS, HARRIS DISTRIBUTING COMPANY, and [illegible] OIL COMPANY, hereinafter collectively called "Consignee",

[illegible] 3 E [illegible]

1. Standard [illegible] consignee [illegible] receive and sell for Standard [illegible] provided [illegible] other authority), and [illegible] the terms and conditions of this agreement, the products of Standard specified [illegible] proof, and marked by Standard [illegible] term of this agreement [illegible] referred to as "Products".

2. The products [illegible] are first grade [illegible], second brand gasoline [illegible] fuel, furnace oil, stove oil, and automotive diesel fuel. Such products shall be of the same grade and quality as are delivered by Standard to the Jobber [illegible] by this agreement. If Standard discontinues marketing any product covered by this agreement, Standard may terminate as to such product or products; provided, however, any product [illegible] by Standard in [illegible] in case of any such discontinued product may be [illegible] under this agreement under terms mutually agreed upon between the parties hereto.

3. Consignee is authorized to sell products consigned hereunder, on a nonexclusive basis in the area outlined and indicated on the print marked Exhibit "B" attached hereto and made a part hereof.

4. The term of this agreement shall be from September 1, 1956, to August 31, 1958, and thereafter until terminated by twelve (12) months' prior written notice from either party to the other of intention so to do, provided, however, such notice shall not be served by either party prior to August 31, 1958.

5. Consignee shall receive products hereunder into tank cars or tank truck and trailers or barges as arranged by Consignee, in minimum lots of 5,000 gallons, at supply points established by Standard from time to time. At present, the supply point shall be Standard's Millbridge, Oregon, supply terminal. The measurement of quantities consigned hereunder shall be determined at said supply points at time of delivery to Consignee.

All products consigned in bulk hereunder and received by Consignee from Standard at said supply points shall, except as otherwise authorized by Standard, be placed by Consignee into storage tanks located at Consignee's bulk plants in the area covered by this agreement. Consignee agrees not to adulterate any product consigned hereunder or mix the same with any other product or substance whatsoever. Sales of said products from time to time made by Consignee on behalf of Standard shall be made by delivery out of the quantities so placed in storage.

6. For the purpose of this agreement, the following quantities of products shall be deemed to constitute a sufficient operating consignment to be carried on hand by Consignee from time to time at Consignee's said bulk plants:

Product	Quantity - Gallons
S.O. JOHNSON GASOLINE (FIRST BRAND)	83,734
S.O. JOHNSON GASOLINE (SECOND BRAND)	81,973
S.O. JOHNSON [illegible]	5,000
S.O. JOHNSON [illegible] OIL	43,951
S.O. JOHNSON DIESEL OIL	46,803
S.O. JOHNSON FURNACE OIL	5,000
S.O. JOHNSON AUTOMOTIVE DIESEL FUEL	

If Consignee shall hereafter increase its storage capacity for products, then the amount of [illegible] operating consignment, at the option of Standard, may be increased in proportion to the said increase in storage capacity.

MICROFILMED

NOV [illegible] 1957

Commencing at the date of this agreement, Standard shall make, and Consignee shall take possession of, consignment deliveries of products until Consignee shall have the operating consignment of products above set forth. As Consignee makes sales of consigned products it shall account to Standard for the proceeds of such sales as hereinafter provided. As such sales are made, Consignee shall order such additional quantities of products as may be necessary to keep on hand a consigned stock equal to said operating consignment; provided that during the last month of the contract term Consignee may make sales hereunder out of said operating consignment without ordering such additional quantities, to the extent necessary to eliminate, so far as is practicable, the existence at the expiration of the contract of unsold consigned stocks to be redelivered to Standard. Standard shall have the right during business hours on any business day to inspect and measure the consigned stocks in Consignee's possession hereunder.

7. Consignee agrees to use its best efforts to promote the sale of products consigned hereunder, and it is agreed that such promotion of sale by Consignee should result in sales of the following specified quantities of products during each contract year of this contract:

Product	Specified Quantities (Gallons) First Contract Year (September 1, 1956, To August 31, 1957)	Each Contract Year From and After August 31, 1957
S.O. JOBBER GASOLINE (FIRST BRAND)	8,000,000	Quantities will be adjusted in accordance with the formula set forth below.
S.O. JOBBER GASOLINE (SECOND BRAND)	12,000,000	
S.O. JOBBER KEROSENE	100,000	
S.O. JOBBER STOVE OIL	6,000,000	
S.O. JOBBER FURNACE OIL	9,000,000	
S.O. JOBBER DIESEL FUEL	6,000,000	
S.O. JOBBER AUTOMOTIVE DIESEL FUEL	100,000	

In order to provide for increases and decreases in Jobber's consignment replacement deliveries of petroleum products, the above specified quantities shall automatically be adjusted on the first day of each ensuing contract year on the basis of 110% of Jobber's actual replacement deliveries during the preceding contract year.

In the case of the products bracketed above, Consignee may reduce consignment deliveries of one product and increase those of another within the same product bracket by not more than twenty-five percent (25%) of the specified quantity of the former. Any such reductions and increases shall be adjusted for in applying the percentages hereafter stated in this paragraph 7.

Except at Standard's option, it shall not be obligated under this agreement to make consignment deliveries during any contract year of quantities of any products in excess of the above specified quantity of such products applicable to such contract year as above set forth in this paragraph. Specified quantities for a portion of a contract year shall be on a proportionate basis. Consignment deliveries hereunder shall be in approximately equal monthly quantities, subject to reasonable seasonal variations, but Standard may from time to time during such periods as it may deem appropriate, require consignment deliveries to be in approximately equal weekly or daily quantities. If Consignee fails to make sales in any contract year of at least sixty percent (60%) of the quantity of each product specified in this paragraph for the particular contract year involved, it shall be deemed that Consignee has not fulfilled its obligation to use its best efforts to promote the sale of products consigned hereunder, and Standard shall have the right within thirty (30) days after the close of such contract year, to terminate this agreement by giving Consignee sixty (60) days' prior written notice of termination.

8. Title to all products consigned hereunder shall remain in Standard until sold by Consignee on behalf of Standard, and Standard shall bear the risk of loss or damage thereto occurring prior to delivery to the customer, except that loss or damage caused or contributed to by the fault of the Consignee or those employed by or acting for Consignee shall be borne by Consignee; and except that ordinary losses in handling, including, but not limited to, spillage and evaporation losses, shall also be borne by Consignee.

9. Products consigned hereunder shall be posted and sold by Consignee at the price posted or authorized by Standard at the time and place of sale for the same or similar products and particular type of delivery, quantity, and class of trade involved.

All sales hereunder shall be for cash unless Consignee elects to assume the risk for credit sales. If Consignee makes credit sales, Consignee will account to Standard for such sales as though the same had been made for cash.

Standard reserves the right to select its customers. In this connection, effective with the commencement date hereof and continuing until written notice by Standard to the contrary, Consignee shall not sell or distribute any of the products consigned hereunder to other than service station or consuming accounts. In the event Consignee desires to sell or distribute said products to resale accounts not selling through service stations exclusively, Standard's written consent shall first be secured.

Subject to the provisions of paragraph 13 hereof, Consignee shall account to Standard for the proceeds of all sales hereunder, and the commissions to be paid by Standard to Consignee for selling the products consigned hereunder shall be determined, as provided in Exhibit "A" attached hereto and made a part hereof. All such proceeds shall be held by Consignee as trustee for Standard, segregated and identified apart from any funds of Consignee, until such proceeds are paid to Standard as provided in Exhibit "A".

Consignee agrees to keep complete and accurate records of the sales made by it hereunder and of the proceeds of such sales, and to make such records available at Consignee's principal office for inspection by Standard during business hours on any business day.

All expenses incurred by Consignee in connection with Consignee's performance under this agreement, including (but not by way of limitation) all expenses of transportation, handling, storage, sale and distribution of the consigned products, shall be paid by Consignee, the amount of commissions payable to Consignee having been so computed as to allow for all such expenses.

10. All products consigned hereunder shall be sold under brand names or other product designations approved by Standard, and Consignee shall not authorize or permit said products to be resold under any other brand names or designations. Consignee agrees not to represent, or authorize or permit any other person to represent, that products consigned hereunder are products of Standard, unless Standard otherwise authorizes Consignee in writing and there shall be no identifications, designations or markings of any kind upon any transportation, storage or other facilities or equipment used for transporting or storing, or in connection with the handling or sale of any product consigned hereunder, that would identify any such product with Standard.

11. In connection with the performance of this agreement, Consignee is engaged in an independent business and nothing herein shall be construed as granting to Standard any right to control Consignee with respect to his conduct of said business. Standard has no right to exercise any control over any of Consignee's employees, all of whom are entirely under the control and direction of Consignee, who shall be responsible for their actions and omissions. Consignee shall at its own expense, during the term hereof, maintain full insurance under applicable Workmen's Compensation Laws, covering all persons subject to said laws employed by and working for Consignee in connection with the performance of this agreement, and upon request shall furnish Standard with satisfactory evidence of the maintenance of such insurance. Consignee shall pay and bear all contributions and payroll taxes required under the Federal Social Security Laws and State Unemployment Compensation Laws, or other payments under any laws of similar character, as to all persons employed by and working for Consignee.

12. Consignee agrees to protect, defend and hold Standard harmless from and against all claims for damage to property (including Consignee's property) or injury to or death of persons caused or contributed to by, or directly or indirectly resulting in any way from any acts or omissions of Consignee or Consignee's employees.

Consignee, at its own expense, shall secure and maintain insurance in companies, forms and amounts satisfactory to Standard, but such amounts shall be for not less than $200,000/$200,000 Bodily Injury and $100,000 Property Damage, specifically to cover the foregoing assumed liability, and shall furnish Standard with satisfactory evidence of such insurance. Consignee, at its own expense, shall also secure insurance as nearly as possible against all risks of loss or damage to the consigned products, in the amounts, companies and policy forms satisfactory to Standard under policies naming Standard as an additional insured and making losses payable to Standard or Consignee as their interests may appear.

All policies of insurance shall provide against termination by the insurer without ten (10) days' prior written notice to Standard, and the policies or certificates of insurance shall be endorsed "Premium paid" and deposited with Standard.

13. Any tax, duty, toll, fee, impost, charge or other exaction, or the amount equivalent thereto, and any increase thereof, now or hereafter imposed, levied or assessed by any governmental authority upon, measured by, incident to or as a result of the transaction herein provided for or the transportation, production, manufacture, use, sale or ownership of the goods the subject matter of this agreement, if collectible or payable by Standard and deducted from or not included in the amount at which Consignee shall account to Standard as provided in Paragraph 9 hereof, shall be added to such amount and shall be paid to Standard by Consignee. In any case in which any such tax, duty, toll, impost, charge or other exaction is not part of the price at which Consignee is authorized to make sales hereunder, Consignee may add it to the price in making sales.

14. In the event Consignee fails in any way to use its best efforts to promote the sale of products consigned hereunder, or otherwise breaches any provision of this agreement, Standard shall give Consignee written notice of any such breach and Consignee shall have five (5) days within which to comply with the provisions breached. If said breach is not corrected within said five (5) day period, Standard may, at its option, subject to the provisions of Paragraph 20 hereof, terminate this agreement by giving Consignee twenty-five (25) days' notice thereof in writing.

In the event of any breach by Standard of any provision of this agreement, Consignee shall give Standard written notice of any such breach and Standard shall have five (5) days within which to comply with the provisions breached. If said breach is not corrected within said five-day period, Consignee may at its option terminate this agreement by giving Standard twenty-five (25) days' notice thereof in writing.

Any of the following shall be deemed a breach of this agreement upon which the party not affected thereby may at its option terminate this agreement immediately by giving the other party written notice of termination: the appointment of a receiver to take possession of all or substantially all of the assets of either party, whose appointment is not vacated within sixty (60) days; either party's becoming insolvent or committing any act of bankruptcy; either party's making a general assignment for the benefit of creditors, or any action taken or suffered by either party under any insolvency or bankruptcy act.

Waiver by either party of any breach of any provision hereof by the other party shall not be deemed to be a waiver of any subsequent or continuing breach or a waiver of the breach of any other provision.

15. Upon any termination of this agreement, or at the expiration of its term, all of the products consigned hereunder that have not been sold shall be promptly redelivered to Standard, unless Consignee elects to purchase the same by written notice of such election given to Standard within ten (10) days after such termination or expiration. If Consignee elects to make such purchase, Consignee shall pay Standard as the price of such products an amount determined under the provisions of Exhibit "A" as though such products had been sold by Consignee upon the date of termination or expiration. If Consignee does not elect to make such purchase, the expense of redelivering such products to Standard shall be borne by Standard if the occasion for the redelivery is a termination by Standard under Paragraph 4; but if the occasion for such redelivery is a termination of this agreement under Paragraph 14, such expense shall be borne by the party whose breach resulted in termination by the other party. If the occasion for such redelivery is the expiration of the term of this agreement or a termination by Standard under Paragraph 7 hereof, or any termination hereof not hereinbefore enumerated, such expense shall be borne by Consignee.

16. If and whenever products consigned hereunder shall contain tetraethyl lead or other antiknock compound or compounds, this agreement shall be subject to all provisions contained in any agreement or agreements under which Standard is licensed to use such compound or compounds and to sell products containing the same. Consignee agrees to comply with such provisions insofar as they affect Consignee. If Consignee shall fail or refuse to so comply, Standard may suspend deliveries of the products affected by such license or licenses during the period of such failure or refusal.

17. This agreement shall extend to and be binding upon the successors and assigns of Standard and Consignee, provided, however, that no voluntary or involuntary assignment hereof shall be made by Consignee without the written consent of Standard, and no such assignment shall be made by Standard without the written consent of Consignee.

18. In the event that Standard is unable to make deliveries hereunder due to fire, riot, labor disturbances, earthquakes, acts of any government, whether foreign or domestic, Federal, State, County or Municipal, accidents, total or partial failure of transportation or delivery facilities or supplies, or shortage of products deliverable under this agreement due to shortage in the supply of crude oil or natural gas produced in the State of California, or any cause beyond its control, whether similar to the foregoing causes or not, the obligation of Standard to make deliveries during the period of such disability shall not be reduced or suspended except on a pro rata basis with sales or deliveries to others, and Consignee shall have the right to purchase from other sources such quantities of petroleum products as may be necessary to fill the requirements of Consignee's trade during such time as Standard's said disability may continue.

19. It is hereby mutually agreed that if at any time or from time to time during the life of this agreement Lee G. Powell, Clyde A. Perkins, Harris Distributing Company, or Harris Oil Company, hereinabove collectively called "Consignee", should severally, individually or jointly, as the case may be, desire to sell all or a major portion of his, its, or their interests in any or all property (either real or personal and including good will, accounts receivable and other intangible assets) then used by them, either jointly or severally, in the distribution or sale of said products hereunder, Standard shall have the prior right to purchase such interests. If they or any of them either jointly or severally receive from a third party an acceptable bona fide offer to buy such business or a major part thereof, the person or persons desiring to sell shall furnish Standard with good and sufficient evidence, satisfactory to Standard, of the title to such interests proposed to be sold, and Standard shall have thirty (30) days from the receipt of said notice, written confirmation, and evidence to purchase the property involved at the terms of such offer or at such lesser terms as such person or persons and Standard may agree upon.

20. Lee G. Powell, Clyde A. Perkins, Harris Distributing Company, and Harris Oil Company, hereinabove collectively referred to as "Consignee", shall each be severally, individually and jointly bound by and liable for the performance of all the terms, conditions and provisions of this agreement.

In the event the breach of any of the provisions of this agreement shall be occasioned by any one or more of the parties herein collectively called "Consignee" and such breach shall not be corrected by such person or persons hereinafter called "Defaulting Party" within the time provided in paragraph 14 hereof, then Standard may, at its option, terminate this agreement insofar as such Defaulting Party is concerned by giving such Defaulting Party twenty-five (25) days' notice thereof in writing, but this agreement shall remain in full force and effect with respect to the person or persons not causing such breach, hereinafter called "Remaining Parties", provided such breach is corrected by such Remaining Parties, if it is possible for the Remaining Parties to correct such breach, within five (5) days after the time the Defaulting Party should have corrected such breach, and thereafter the Remaining Parties shall be deemed to constitute the persons herein collectively called "Consignee" excepting that the operating consignment specified in paragraph 6 shall be appropriately reduced and the specified gallonage set forth in paragraph 7 hereof for the respective products shall thereupon be reduced respectively in amounts equivalent to the respective quantity of products delivered to Consignee hereunder sold by such Defaulting Party in the preceding contract year, if a full contract year has run under this agreement, or, if such breach occurs prior to the running of a full contract year, the specified gallonage set forth in paragraph 7 hereof for the respective products shall thereupon be reduced respectively in amounts equivalent to the respective average monthly quantity of products delivered by Consignee hereunder sold by such Defaulting Party during such period multiplied by twelve. That portion of the operating consignment which is charged to the Defaulting Party shall be redelivered to Standard at such Party's expense unless such party elects to purchase the same and pay the price therefor as provided in paragraph 15 hereof.

21. This agreement shall, as of the commencement date of the term hereof, terminate and supersede that certain Consignment Agreement between the parties hereto, dated April 6, 1953, as amended from time to time, and all other written agreements or oral agreements between the parties hereto, covering the sale and purchase of petroleum products or covering the consignment of petroleum products for sale in the area covered by this agreement.

22. Standard shall in no event be involved in the allocation of operating consignment or consignment replacement quantities between the parties collectively called Consignee, such allocation being entirely under their own control; however, if at any time there shall be any conflict among the parties collectively called Consignee affecting any performance or other action by Standard, Standard may refuse to act until it receives the joint written request of all such parties, but if it elects to act upon the request of any one or more of them it may do so without the consent of the other party, or parties, as the case may be.

23. All notices hereunder shall be in writing. Notices to Standard shall be addressed to it at 225 Bush Street, San Francisco 20, California. Notices to Consignee shall be addressed to it as follows:

Lee G. Powell
Clyde A. Perkins
Harris Distributing Company
Harris Oil Company
Box 5694, Kenton Station
Portland Oregon

Copies of any notice by Standard shall also be sent to Lee G. Powell, 6715 East Highland Drive, Vancouver, Washington, and Clyde A. Perkins, P.O. Box 59, Vancouver, Washington.

IN WITNESS WHEREOF, this agreement is hereby signed by the parties hereto.

STANDARD OIL COMPANY OF CALIFORNIA, Standard

By [signature]

By [signature]
Lee G. Powell
Consignee

By [signature]
Clyde A. Perkins

HARRIS DISTRIBUTING COMPANY

By [signature]

HARRIS OIL COMPANY

By [signature]

EXHIBIT "A"

Commissions to be paid by Standard to Consignee for selling products consigned under agreement dated July 16, 1956, shall be determined, and Consignee's payment to Standard of proceeds of Consignee's sales shall be made as follows:

For the purpose of simplifying the accounts to be maintained by Consignee, Standard agrees to accept, subject to the conditions hereinafter stated, accounting by Consignee as follows:

On or before Wednesday of each week, Consignee shall account for and pay over to Standard the proceeds of sales by Consignee during the previous calendar week as though sales of consigned products had been made during each week by Consignee in the amount and on the dates on which Consignee received replacement deliveries of consigned products; provided, however, Standard shall have the right on any notice to Consignee, immediately to have such accounting and payment at the time of each replacement delivery.

If Standard becomes dissatisfied with such method of accounting and payment, it may, upon sixty (60) days' written notice to Consignee, require Consignee to deliver to Standard statements and accounts and pay to Standard, at the time or times hereafter designated by Standard, on the basis of actual sales by Consignee.

Notwithstanding anything contained herein, it is agreed that in any case in which the price at which Consignee is authorized to sell a product has changed between the date of Consignee's actual sale and the date of the replacement delivery, and in any case in which Consignee makes a sale without ordering a replacement delivery, as provided in paragraph 6 of the annexed agreement, Consignee shall account and pay to Standard upon the actual sale based upon the applicable amount, as established below, in effect upon date of actual sale.

The amount at which Consignee shall account to Standard for products consigned hereunder shall be the applicable amount set forth below, and the commission for each sale shall be the difference between the price at which the sale is made and such applicable amount.

I. Definitions:

Net Tank Truck Price

"Net tank truck price" shall be deemed to be Standard's lowest posted delivered by tank truck price for the particular product to Jobbers generally, excluding all taxes, in effect at the particular Standard supply point involved at time of consignment delivery.

II. In the case of consignment deliveries of all products hereunder, the applicable amount shall be the said net tank truck price for the particular product in effect at the Standard supply point involved, at time of consignment delivery, less the following adjustments:

(a)	S.O. JOBBER GASOLINE (FIRST BRAND)	4.00¢ per gallon
	S.O. JOBBER GASOLINE (SECOND BRAND)	3.50¢ per gallon
	S.O. JOBBER KEROSENE	3.50¢ per gallon
	S.O. JOBBER STOVE OIL	3.75¢ per gallon
	S.O. JOBBER DIESEL FUEL	3.00¢ per gallon
	S.O. JOBBER FURNACE OIL	3.00¢ per gallon
	S.O. JOBBER AUTOMOTIVE DIESEL FUEL	2.00¢ per gallon

(b) The basic adjustments shown in II (a) above may be subject to adjustment for each contract year, from and after the contract year ending August 31, 1957, by the following:

Either party shall have the right to request a meeting with the other party to discuss renegotiation of the additional adjustments, if any, to be in effect for each ensuing contract year beginning after August 31, 1957, by giving written notice to the other party at least 15 days prior to the preceding June 1. After any such notice, the parties shall meet at a place and time mutually agreed upon during the three-month period following June 1, but in any event the parties agree that at least one such meeting shall be held within the first thirty (30) days of such three-month period.

If after any such request for a meeting no agreement as to additional adjustments applicable to the immediately ensuing contract year can be reached on or before the last day of such three-month period, then, notwithstanding anything in said agreement to the contrary, said agreement shall automatically terminate six (6) months after the end of such three-month period. Additional adjustments during such six (6) month period shall be those in effect hereunder on the last day of the renegotiation period involved.

If no such request for renegotiation is made prior to June 1 of a year, there shall be no additional adjustments applicable hereunder for the ensuing contract year, subject, however, to subsequent renegotiations for later contract years as hereinabove set forth.

III. Stops

Standard shall not be obligated to make deliveries of the particular product involved to Consignee hereunder while the applicable amount, as determined hereunder, after application of all adjustments for such product at the particular supply point involved under paragraph II above, and any other adjustments, is less than the following:

	Willbridge Ex All Taxes - Per Gallon
S.O. JOBBER GASOLINE (FIRST BRAND)	12.0¢
S.O. JOBBER GASOLINE (SECOND BRAND)	10.0
S.O. JOBBER KEROSENE	12.5
S.O. JOBBER STOVE OIL	9.0
S.O. JOBBER DIESEL FUEL	8.0
S.O. JOBBER FURNACE OIL	8.0
S.O. JOBBER AUTOMOTIVE DIESEL FUEL	10.0

Whenever Company's posted net tank truck price for a product listed above is increased or decreased, a corresponding upward or downward adjustment shall be made in the applicable stop price for such product, but in no event shall said stop price be lower than the stop price in effect on the date hereof for the particular product involved.

It is further understood that while a "stop" amount is operative for a particular supply point and product involved, Consignee will have the right to continued consignment deliveries of the product involved at such supply point, provided that the "applicable amount" for such deliveries of the product shall be the "stop" amount as operative at the supply point involved at time of delivery.

Notwithstanding the foregoing, during the time or times a particular "stop" amount is operative at a particular supply point of Standard, Consignee shall have the right to obtain from another supplier on a thirty-day supply arrangement the supplies of the particular product involved normally obtained from such Standard supply point; provided that such right shall not be effective during any periods when Standard elects to waive the "stop" amount involved. Such quantities of the product involved so purchased by Consignee from another supplier, if any, shall be accounted for when determining compliance by the parties hereto with the quantity obligations provided under paragraph 7 of said agreement.

IV. If Standard's "Net Tank Truck Price" for a particular product as defined in Section I, above, in effect at Willbridge, Oregon, is at any time or from time to time higher than the posted tank truck price of a majority of the following companies, to wit: Shell Oil Company, Inc., Union Oil Company of California, and Tide Water Associated Oil

Company, for similar deliveries of the particular product of like grade and quality at the same point to consumers generally, then within three (3) days from the date such lower price is posted by a majority of said companies, Standard shall meet such lower price than in effect by either (1) reducing its said price to such lower price, or (2) using such lower price in determining the "applicable amount" at which Consignee shall account to Standard hereunder for the quantity of such particular products sold by Consignee within the City of Portland. In no event shall Standard be required to make consignment deliveries hereunder when and during the time or times that the "applicable amount" established pursuant to this Exhibit "A" and as modified by this Section IV is below the "stop" for the particular grade of product involved specified in Section III hereof.

STANDARD OIL COMPANY OF CALIFORNIA, Standard

By E. O. Burns

By Lee G. Powell
Lee G. Powell

Consignee

By J. Perkins
Clyde A. Perkins

HARRIS DISTRIBUTING COMPANY

By H. R. Harris

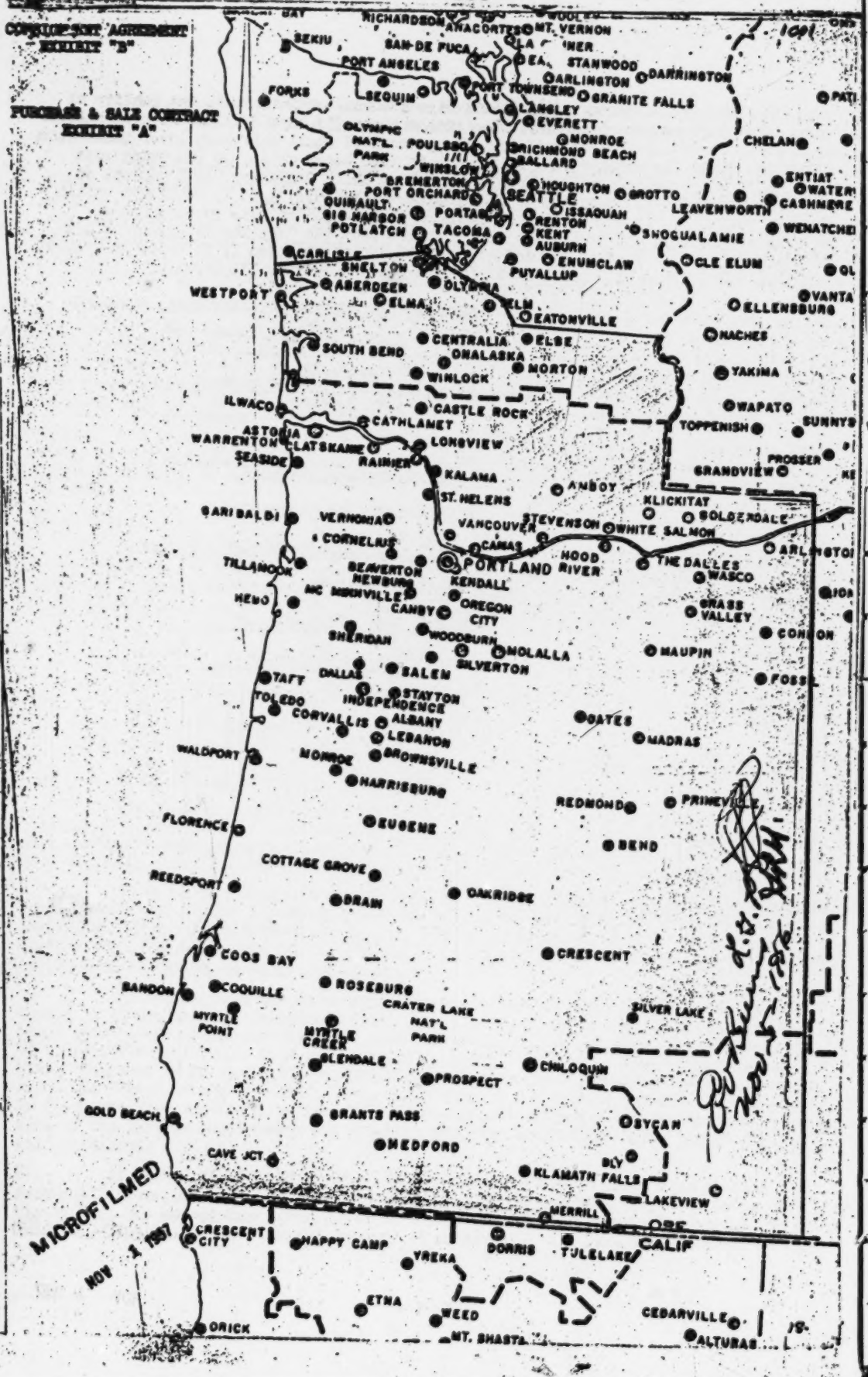
HARRIS OIL COMPANY

By H. R. Harris

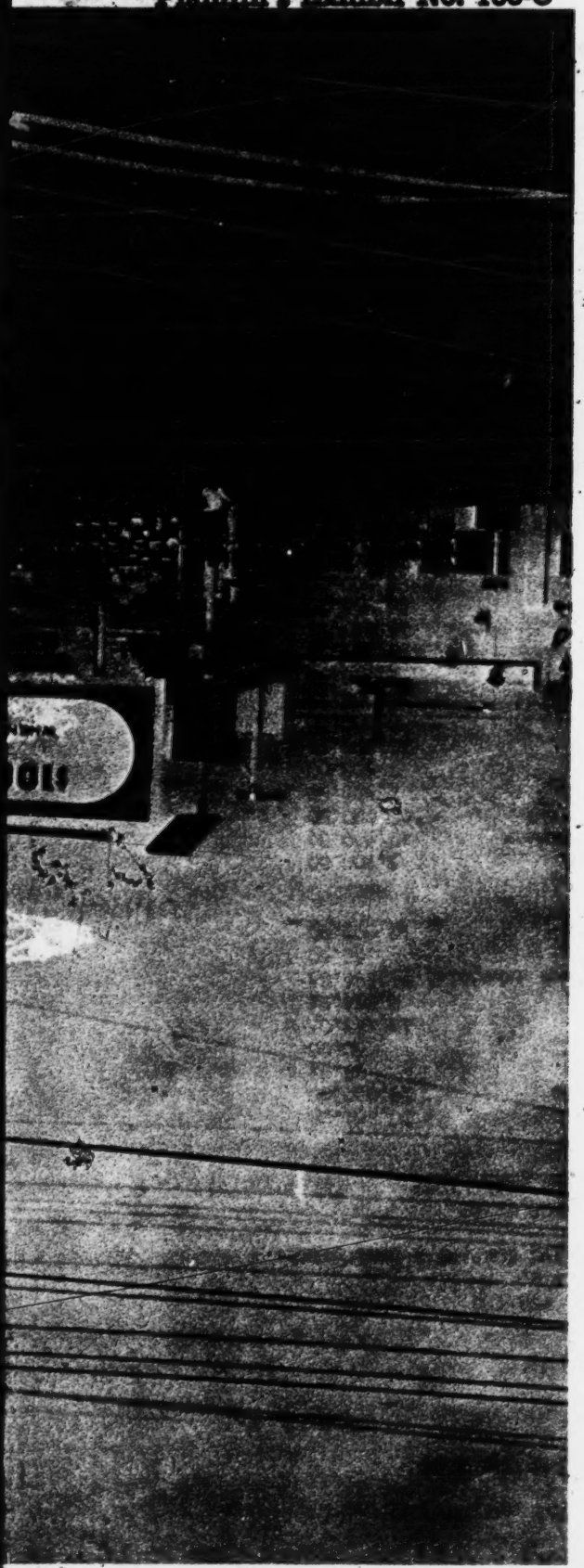
Date November 5, 1956

CONSUMMATION AGREEMENT
EXHIBIT "B"

PURCHASE & SALE CONTRACT
EXHIBIT "A"



Plaintiff's Exhibit No. 106-C



Plaintiff's Exhibit No. 106-C

Plaintiff's Exhibit No. 106-C

Plaintiff's Exhibit No. 223

Plt. Exhibit 223
Case 369-59
Rptr
Date Clerk Recd

Original

C. A. PERKINS
d.b.a.
C. A. PERKINS COMPANY - real estate

BALANCE SHEET
December 30th, 1957

Quick Assets		
Cash in bank	10,451.28	
Cash in savings accounts	19,000.00	
Check returned	38.94	
Petty Cash	50.00	
Notes Rec - P O W	14,443.03	
Notes Rec - P O O	2,854.24	
Accounts & Notes Rec (see schedule)	76,696.65	
Deposits Receivable	62.50	
Special deposit	10,000.00	
		133,596.64
Fixed Assets		
White Salmon bulk plant	3,700.00	
Roseburg bulk plant - Barcus	27,500.00	
Vancouver bulk plant	102,000.00	
Creswell bulk plant	4,500.00	
The Dalles bulk plant	7,500.00	
S & S Oil Company	11,825.31	
22nd & G Street	6,000.00	
Wilson Station - The Dalles	18,008.89	
Skolas land	1,000.00	
Ridgefield Junction	28,539.95	
Husum corner	15,227.24	
Washougal Station	20,934.20	
Al Geiger	2,200.00	
30th & St. Johns	12,748.01	
$ Corner Tavern	18,602.44	
Co-op Station - Camas	5,000.00	
26th & Kauffman	27,268.79	
Three Corner Store	8,500.00	
Lane Corner Store	12,500.00	
Caskey Store	12,921.57	
Land - Barnes	3,000.00	
Company cars	3,623.85	
Boat "Ethelwyn" & boathouse	14,122.40	
Boat "Cynmar"	21,318.00	
Macmillan plant	8,065.23	
Pumps	1,029.90	
Sutherlin - 7th & V	15,000.00	
McIlvenna land	1,500.00	
Shafer land	1,054.53	
Thomas - Astoria	21,[illegible]8.00	
Residence	45,126.60	
Powell - Roseburg	(35,595.09	
Briggs - land	3,750.00	
Roseburg plant tanks	4,603.14	
Champion sign at Centralia	2,879.38	
Camas Station - 3rd & Franklin	5,866.84	
Astoria lot	7,500.00	
		542,009.36
TOTAL ASSETS		$ 675,606.00

LIABILITIES AND NET WORTH
December 31, 1957

Liabilities		
Standley payment	100.00	
Misc. notes payable (see schedule)	42,247.39	
Reserve for depreciation	83,726.06	
Owner's Surplus	502,525.95	
Note payable to C. A. P.	3,000.00	
C. A. Perkins (drawing)	(7,325.80)	
Total liabilities and capital		624,273.60
Income 1957		51,332.40
		$ 675,606.00

—*—

Operating Statement
December 31, 1957

	Oregon	Washington	
Income:			
Rentals	17,265.00	30,461.08	47,726.08
Interest	1,067.49	1,795.95	2,863.44
Norm Jarvis Int.			480.06
Christenson lot sold			500.00
Non-taxable income			6,186.01
Sale of Meadow Glade			6,200.00
Sale of Betty apartment			16,693.87
			80,649.46
Expenses:			
Rent			120.00
Interest	546.33	1,431.87	1,978.20
Taxes	1,330.58	4,346.18	5,676.76
Collection			6.00
Office			480.00
Insurance			3,412.13
Heat, light, water			2,210.27
Legal			373.37
Bldg maintenance	772.57	9,052.10	9,824.67
General expense			203.69
Contribution			2,407.00
Boat maintenance			1,952.18
Total expenses			29,317.06
Net income 1957			51,332.40

Notes Receivable

John Barnes	4,573.12	
Tyler Fenn	18,659.93	
Grace Goon	75.00	
Perkins Oil Co. of Oregon	1,115.26	
Landreth - Meadow Glade	4,591.10	
Perkins Oil of Wn.	5,083.44	
Perkins Oil Co. (Don Raymond)	5,074.56-	
Vancouver Yacht Club	300.00	
Don Raymond	4,274.56	
Robert Knepper	300.00	
Alice Lewellen	1,900.00	
Riley - Note on Betty apt.	33,048.72	
Boyd Simmons	8,750.00	
		76,696.65

Notes payable

W. H. Lane	4,337.32	
Alma Perkins	6,000.00	
Vanc Fed Sav & Loan	377.63	
Vanc Fed Sav & Loan	5,877.00	
Elmer Perkins	4,500.00	
First National Bank	800.00	
Briggs-Powell	3,000.00	
Alma Perkins	10,300.00	
Ralph Roper	1,495.79	
Sara & Ed Thomas	5,559.65	
		42,247.39

Perkins Oil Company of Washington
Perkins Oil Company of Oregon
SALES TO CUSTOMERS

CUSTOMER & LOCATION	PRODUCTS	1955 APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
KELSO, WASH.										
ROY SLATER	GASOLINE	910	1,820	1,365	910	1,820	910	1,365	910	910
	STOVE	2,385	2,835	660	810	200	2,025	2,885	3,340	4,905
	DIESEL	1,665	1,215	1,365	405	205	810	1,665	1,110	1,969
	PS 300									
LONGVIEW, WASH.										
BEN PULLEN CHAMPION	GASOLINE	13,970	13,970	20,955	14,521	20,955	13,970	21,399	13,972	16,814
OLYMPIA, WASH.										
MAXWELL OIL CO.	GASOLINE					65,500	64,350	58,640	48,940	56,540
	STOVE					13,000	14,000	67,170	83,160	107,481
	DIESEL					6,500	16,250	44,270	56,920	67,080
STEVENSON, WASH.										
O.K. RUBBER WELDERS	GASOLINE									
WHITE SALMON, WASH.										
T.V. HATFIELD	GASOLINE									
KARL MOORE	GASOLINE									
WEBSTER BROTHERS CHAMPION SERVICE	GASOLINE				35,203	20,955	27,940	29,531	12,190	10,339
	STOVE				3,842			4,022	7,313	6,316
	DIESEL				3,973			1,080	950	2,614
ALBANY, OREGON										
PARIS B. BREEDLOVE	GASOLINE									
	STOVE									
GRACE'S SERVICE STATION	GASOLINE	11,185	22,040	22,225	19,992	27,940	19,505	13,870	12,550	9,915
	STOVE	6,118	2,449	2,376		2,449	3,607	2,738	10,883	6,056
	DIESEL	2,387	1,375	2,300	1,204		3,756	3,529	2,387	3,529
	PS 300		177,276							
ASTORIA, OREGON										
PERKINS OIL CO. OF ASTORIA	GASOLINE	13,738	6,810	13,240	19,270	12,926	16,942	9,298	6,030	19,389
	DIESEL							3,352		
	AUTO DIESEL						2,927			
DON'S CHAMPION SERV.	GASOLINE									
FRED'S CHAMPION "	GASOLINE									
CANYONVILLE, OREGON										
LYNN BROS. CHAMPION FLEET SERVICE	GASOLINE									
CHEMULT, OREGON										
R.A. BRIGGS & SON	GASOLINE		5,908	2,785	5,570	3,515	2,965	5,570	2,785	
	STOVE						2,449			
	DIESEL		13,678	9,663		3,650	13,043		3,607	
COOS BAY, OREGON										
MID-OIL COMPANY	GASOLINE	23,874	20,895	15,472	5,838	40,173	48,099	39,367	23,775	20,423
	STOVE								5,555	3,066
	DIESEL									
CRESWELL, OREGON										
HOLLEMON MOTOR CO.	GASOLINE	20,990	29,998	21,382	32,285	35,367	24,030	25,300	15,407	26,520
	STOVE	8,819	7,652	2,160	3,818	1,080	4,609	8,567	10,836	14,797
	DIESEL	9,200	5,767	1,369	4,609	2,008	4,898	5,916	5,978	8,443
	PS 300		5,238	2,451						5,295
CURTIN, OREGON										
S. ELWOOD	GASOLINE									
	DIESEL									
	AUTO DIESEL									
GRANTS PASS, OREGON										
ROY GALLOWAY	GASOLINE			14,687						
R.C. MURRAY	GASOLINE				30,522					
ISADORE ZINDA SERVICE STATION	GASOLINE					28,765	29,630	22,345	28,948	22,537

CUSTOMER & LOCATION	PRODUCTS	1956 JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
KELSO, WASH.													
ROY SLATER	GASOLINE	455		910	910	1,365	1,375	910	685	910	1,320	910	910
	STOVE	4,150	6,160	4,182	1,260	1,210	1,000		400	1,300	2,115	3,290	5,260
	DIESEL	1,520	2,335	1,062	355	405	200			300	1,510	1,115	2,350
	PS 300												
LONGVIEW, WASH.													
BEN PULLEN CHAMPION	GASOLINE	13,970	13,970	10,505	14,7[illegible]	14,604	21,251	14,604	13,951	13,348	13,997	14,604	14,404
OLYMPIA, WASH.													
MAXWELL OIL CO.	GASOLINE	41,420											
	STOVE	94,965	37,450										
	DIESEL	73,335	29,960										
STEVENSON, WASH.													
O.K. RUBBER WELDERS	GASOLINE					6,649	6,049	5,513	11,449	4,680	13,358	6,350	6,265
WHITE SALMON, WASH.													
T.V. HATFIELD	GASOLINE												
KARL MOORE	GASOLINE												
WEBSTER BROTHERS CHAMPION SERVICE	GASOLINE	9,708	12,358	14,780	17,404	14,604	21,906	20,503	21,906	19,006	20,778	16,556	15,675
	STOVE	7,207	6,136	3,410	2,607			1,152		1,250	6,105	2,410	7,968
	DIESEL	2,387	1,369	2,300	1,307					1,250	1,152	1,152	2,644
ALBANY, OREGON													
PARIS B. BREEDLOVE	GASOLINE											11,814	
	STOVE											1,220	
GRACE'S SERVICE STATION	GASOLINE	13,970	4,200	19,948	23,556	28,730	24,180	21,906	21,906	20,052	21,654	12,172	10,096
	STOVE	6,345	2,449	8,499	2,607	4,062	2,910			4,062	2,549	7,529	6,017
	DIESEL	5,767		4,631	2,300	2,607	1,455			3,759	3,552	6,327	3,622
	PS 300												
ASTORIA, OREGON													
PERKINS OIL CO. OF ASTORIA	GASOLINE	10,464	12,493	12,650	13,083	14,738	18,956	12,493	6,030	11,030	9,170	12,483	6,006
	DIESEL						4,000	1,400			2,927		
	AUTO DIESEL												
DON'S CHAMPION SERV.	GASOLINE												
FRED'S CHAMPION "	GASOLINE												
CANYONVILLE, OREGON													
LYNN BROS. CHAMPION FLEET SERVICE	GASOLINE							15,227	6,620	7,883	8,183	7,450	3,429
CHEMULT, OREGON													
R.A. BRIGGS & SON	GASOLINE					3,052	2,785	3,052	3,052	3,052	3,052		
	STOVE												
	DIESEL					3,600	9,338	3,400		3,600	9,607		
COOS BAY, OREGON													
MID-OIL COMPANY	GASOLINE	20,297	19,487	31,855	22,512	15,182	48,092	71,114	65,541	8,231	9,876	9,567	2,011
	STOVE	3,131	4,828	4,220				970				5,319	5,760
	DIESEL												
CRESWELL, OREGON													
HOLLEMON MOTOR CO.	GASOLINE	14,185	22,263	28,675	24,852	26,984	28,498	31,815	23,115	31,408	22,378	18,267	16,007
	STOVE	14,499	15,632	12,925	8,421	3,759	3,814	1,200		5,005	7,357	16,244	12,244
	DIESEL	9,349	10,681	8,211	5,904	4,907	4,007	2,705	1,455	5,672	3,955	8,808	5,925
	PS 300		5,183		5,183		5,890						
CURTIN, OREGON													
S. ELWOOD	GASOLINE								3,600	4,805			
	DIESEL								2,400	2,002			
	AUTO DIESEL								1,200				
GRANTS PASS, OREGON													
ROY GALLOWAY	GASOLINE												
R.C. MURRAY	GASOLINE												
ISADORE ZINDA SERVICE STATION	GASOLINE	23,692	15,473	29,913	22,7[illegible]	29,486	36,109	44,192	43,250	37,407	37,660	32,171	32,619

CUSTOMER & LOCATION	PRODUCTS	1957 JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
KELSO, WASH.										
ROY SLATER	GASOLINE	455							255	510
	STOVE	3,750	5,550	2,001	2,600	650			400	400
	DIESEL	1,450	2,855	799	400	750			1,000	
	PS 300									
LONGVIEW, WASH.										
BEN PULLEN CHAMPION	GASOLINE	13,997	14,604	7,302	13,390	13,390	20,085	13,298	13,298	13,298
OLYMPIA, WASH.										
MAXWELL OIL CO.	GASOLINE			19,400		19,400		29,100	24,250	14,507
	STOVE									
	DIESEL									
STEVENSON, WASH.										
O.K. RUBBER WELDERS	GASOLINE	6,485		11,144	5,300	9,744	6,245	11,391	10,913	6,175
WHITE SALMON, WASH.										
T.V. HATFIELD	GASOLINE			2,000	2,144	4,613				
KARL MOORE	GASOLINE									90[illegible]
WEBSTER BROTHERS CHAMPION SERVICE	GASOLINE	9,939	8,685	17,695	9,868	8,685	10,169	13,298		
	STOVE	7,312	2,542	6,275	1,700					
	DIESEL	1,220	1,220		1,705					
ALBANY, OREGON										
PARIS B. BREEDLOVE	GASOLINE				19,947	24,848	26,596	47,851	53,383	44,63[illegible]
	STOVE					1,220				1,64[illegible]
GRACE'S SERVICE STATION	GASOLINE	15,627	11,542	18,669	26,953	23,330	20,600	23,515	24,197	23,30[illegible]
	STOVE	10,673	4,790	5,687	5,384	3,759			1,152	1,32[illegible]
	DIESEL	5,874	2,644	4,774	4,722	1,250		2,542	1,451	1,32[illegible]
	PS 300									
ASTORIA, OREGON										
PERKINS OIL CO. OF ASTORIA	GASOLINE									
	DIESEL									
	AUTO DIESEL									
DON'S CHAMPION SERV.	GASOLINE	6,006		12,463	12,613	6,663	18,413	12,605	18,003	12,67[illegible]
FRED'S CHAMPION "	GASOLINE									2,5[illegible]
CANYONVILLE, OREGON										
LYNN BROS. CHAMPION FLEET SERVICE	GASOLINE	14,611		10,628	6,695	7,102	14,162	3,061	7,959	7,9[illegible]
CHEMULT, OREGON										
R.A. BRIGGS & SON	GASOLINE									
	STOVE									
	DIESEL									
COOS BAY, OREGON										
MID-OIL COMPANY	GASOLINE	16,473	3,990		3,494	15,269				
	STOVE	8,148			3,802	752				
	DIESEL		3,475							
CRESWELL, OREGON										
HOLLEMON MOTOR CO.	GASOLINE	16,552	20,321	18,671	31,917	28,821	25,907	29,284	23,030	23,[illegible]
	STOVE	19,990	14,210	12,205	6,329	2,372	1,152	2,552	1,705	1,[illegible]
	DIESEL	11,326	8,836	6,417	2,644	3,570	6,675	1,220	2,675	1,[illegible]
	PS 300									
CURTIN, OREGON										
S. ELWOOD	GASOLINE									
	DIESEL									
	AUTO DIESEL									
GRANTS PASS, OREGON										
ROY GALLOWAY	GASOLINE									
R.C. MURRAY	GASOLINE									
ISADORE ZINDA SERVICE STATION	GASOLINE	32,025	29,032	36,082	32,030	40,045	40,330	48,624	56,788	40,[illegible]

SOURCE: E[illegible]

Perkins Oil Company of Washington
Perkins Oil Company of Oregon
SALES TO CUSTOMERS

& LOCATION	PRODUCTS	1955 APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
H. TER	GASOLINE	910	1,820	1,365	910	1,820	910	1,365	910	910
	STOVE	2,385	2,835	660	810	200	2,025	2,885	3,340	4,905
	DIESEL	1,665	1,215	1,365	405	205	810	1,665	1,110	1,969
	PS 300									
WASH. LEN CHAMPION	GASOLINE	13,970	13,970	20,955	14,521	20,955	13,970	21,389	13,972	16,814
WASH. OIL CO.	GASOLINE					65,500	64,350	58,640	48,940	56,540
	STOVE					13,000	14,000	67,170	83,160	107,481
	DIESEL					6,500	16,250	44,270	56,920	67,080
WASH. BER WELDERS	GASOLINE									
ON, WASH. TFIELD	GASOLINE									
RE	GASOLINE									
BROTHERS ON SERVICE	GASOLINE				35,203	20,955	27,940	29,531	12,190	10,339
	STOVE				3,842			4,022	7,313	6,316
	DIESEL				3,973			1,080	950	2,614
REGON BREEDLOVE	GASOLINE									
	STOVE									
SERVICE N	GASOLINE	11,185	22,040	22,225	19,992	27,940	19,505	13,870	12,550	9,915
	STOVE	6,118	2,449	2,376		2,449	3,607	2,738	10,883	6,056
	DIESEL	2,387	1,375	2,300	1,204		3,756	3,529	2,387	3,529
	PS 300		177,276							
REGON OIL CO. OF A	GASOLINE	13,738	6,810	13,240	19,270	12,926	16,342	9,296	6,030	19,389
	DIESEL							3,352		
	AUTO DIESEL						2,927			
AMPION SERV.	GASOLINE									
AMPION "	GASOLINE									
E, OREGON S. CHAMPION SERVICE	GASOLINE									
REGON GGS & SON	GASOLINE		5,908	2,785	5,570	3,515	2,965	5,570	2,785	
	STOVE						2,449			
	DIESEL		13,678	9,663		3,650	13,043		3,607	
OREGON COMPANY	GASOLINE	23,874	20,895	15,472	5,838	40,173	48,099	39,367	23,775	20,423
	STOVE								5,555	3,066
	DIESEL									
OREGON MOTOR CO.	GASOLINE	20,990	29,998	21,382	32,285	35,367	24,030	25,300	15,407	26,520
	STOVE	8,819	7,652	2,160	3,818	1,080	4,609	8,567	10,836	14,797
	DIESEL	9,200	5,767	1,369	4,609	2,008	4,898	5,916	5,978	8,443
	PS 300		5,238	2,461						5,295
EGON	GASOLINE									
	DIESEL									
	AUTO DIESEL									
, OREGON RAY	GASOLINE			14,607						
AY	GASOLINE				30,522					
INDA STATION	GASOLINE					28,765	29,630	22,345	28,948	22,537

& LOCATION	PRODUCTS	1956 JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
H. TER	GASOLINE	455		910	910	1,365	1,375	910	885	910	1,320	910	910
	STOVE	3,150	6,160	4,182	1,260	1,210	1,000		400	1,300	2,115	3,290	5,260
	DIESEL	1,520	2,335	1,062	355	405	200			300	1,510	1,115	2,350
	PS 300												
WASH. LEN CHAMPION	GASOLINE	13,970	13,970	10,505	14,732	14,604	21,251	14,604	13,951	13,348	13,997	14,604	14,604
WASH. OIL CO.	GASOLINE	41,420											
	STOVE	94,965	37,450										
	DIESEL	73,335	29,960										
WASH. BER WELDERS	GASOLINE					6,649	6,049	5,513	11,449	4,680	13,358	6,350	6,265
ON, WASH. TFIELD	GASOLINE												
RE	GASOLINE												
BROTHERS ON SERVICE	GASOLINE	9,708	12,358	14,790	17,404	14,604	21,906	20,503	21,906	19,006	20,778	16,556	15,975
	STOVE	7,207	6,136	3,410	2,607			1,152		1,250	6,105	2,410	7,968
	DIESEL	2,387	1,369	2,300	1,307					1,250	1,152	1,152	2,644
REGON BREEDLOVE	GASOLINE											11,814	
	STOVE											1,220	
SERVICE N	GASOLINE	13,970	4,200	19,948	23,556	28,730	24,180	21,906	21,906	20,052	21,654	12,172	10,096
	STOVE	6,345	2,449	8,499	2,607	4,062	2,910			4,062	2,548	7,529	6,017
	DIESEL	5,767		4,631	2,300	2,607	1,455			3,759	3,552	6,327	3,622
	PS 300												
REGON OIL CO. OF A	GASOLINE	10,464	12,493	12,650	13,083	14,738	18,956	12,493	6,030	11,030	9,170	12,493	6,606
	DIESEL						4,000	1,400			2,927		
	AUTO DIESEL												
AMPION SERV.	GASOLINE												
AMPION "	GASOLINE												
E, OREGON S. CHAMPION SERVICE	GASOLINE							15,227	6,620	7,883	8,183	7,450	3,429
REGON GGS & SON	GASOLINE					3,052	2,785	3,052	3,052	3,052	3,052		
	STOVE												
	DIESEL					3,600	9,338	3,400		3,600	9,607		
OREGON COMPANY	GASOLINE	20,297	19,497	31,855	22,512	15,182	48,092	71,114	65,541	8,231	9,876	9,567	2,011
	STOVE	3,131	4,828	4,220				970				5,319	5,760
	DIESEL												
OREGON MOTOR CO.	GASOLINE	14,185	22,263	28,675	24,852	26,984	28,498	31,815	23,115	31,408	22,378	18,267	16,007
	STOVE	14,499	15,632	12,925	8,421	3,759	3,814	1,200		5,005	7,357	16,244	12,294
	DIESEL	9,349	10,681	8,211	5,904	4,907	4,007	2,705	1,455	5,672	3,955	8,808	5,025
	PS 300		5,183		5,183		5,890						
EGON	GASOLINE								3,600	4,805			
	DIESEL								2,400	2,002			
	AUTO DIESEL								1,200				
, OREGON RAY	GASOLINE												
AY	GASOLINE												
INDA STATION	GASOLINE	23,892	15,473	29,913	22,748	29,486	36,104	44,192	43,250	37,407	37,660	32,171	32,819

& LOCATION	PRODUCTS	1957 JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV
H. TER	GASOLINE	455							255	510	765	510
	STOVE	3,750	5,550	2,001	2,600	650			400	400	1,600	3,100
	DIESEL	1,450	2,855	799	400	750			1,000			900
	PS 300										200	
WASH. LEN CHAMPION	GASOLINE	13,997	14,604	7,302	13,390	13,390	20,085	13,298	13,298	13,298	13,390	6,649
WASH. OIL CO.	GASOLINE			19,400		19,400		29,100	24,250	14,507	24,250	
	STOVE											
	DIESEL											
WASH. BER WELDERS	GASOLINE	6,485		11,144	5,300	9,744	6,245	11,391	10,913	6,175	14,777	4,500
ON, WASH. TFIELD	GASOLINE			2,000	2,144	4,613						
RE	GASOLINE									900		
BROTHERS ON SERVICE	GASOLINE	9,939	8,685	17,695	9,868	8,685	10,169	13,298				
	STOVE	7,312	2,542	6,275	1,700							
	DIESEL	1,220	1,220		1,705							
REGON BREEDLOVE	GASOLINE				19,947	24,848	26,596	47,851	53,383	44,634	51,708	75,499
	STOVE					1,220				1,645	1,220	1,220
SERVICE N	GASOLINE	15,627	11,542	18,669	26,953	23,330	20,600	23,515	24,197	23,306	18,290	17,209
	STOVE	10,673	4,790	5,687	5,384	3,759			1,152	1,322	5,520	8,028
	DIESEL	5,874	2,644	4,774	4,722	1,250		2,542	1,451	1,322	3,690	5,186
	PS 300											
REGON OIL CO. OF A	GASOLINE											
	DIESEL											
	AUTO DIESEL											
AMPION SERV.	GASOLINE	6,006		12,463	12,613	6,663	18,413	12,605	18,003	12,672	11,949	12,541
AMPION "	GASOLINE									2,520	6,859	8,773
E, OREGON S. CHAMPION SERVICE	GASOLINE	14,611		10,628	6,695	7,102	14,162	3,061	7,959	7,959	7,338	
REGON GGS & SON	GASOLINE											
	STOVE											
	DIESEL											6,207
OREGON COMPANY	GASOLINE	16,473	3,990		3,494	15,269						
	STOVE	8,149			3,802	752						
	DIESEL		3,475									
OREGON MOTOR CO.	GASOLINE	16,552	20,321	18,671	31,917	28,821	25,907	29,284	23,030	23,467	19,855	21,983
	STOVE	19,990	14,210	12,205	6,329	2,372	1,152	2,552	1,705	1,220	8,797	8,797
	DIESEL	11,326	8,836	6,417	2,644	3,570	6,675	1,220	2,675	1,322	5,332	5,332
	PS 300											
EGON	GASOLINE											
	DIESEL											
	AUTO DIESEL											
, OREGON RAY	GASOLINE											
AY	GASOLINE											
INDA STATION	GASOLINE	32,025	29,032	36,082	32,030	40,045	40,330	48,634	56,733	40,520	40,228	40,082

SOURCE: EXHS. 284-A AND 284-B

Perkins Oil Company of Washington
Perkins Oil Company of Oregon
SALES TO CUSTOMERS

CUSTOMER & LOCATION	PRODUCTS	1955 APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
WOOD RIVER, OREGON										
E. VERN GREEN	GASOLINE						4,455			
	STOVE									
	DIESEL									
H.W. PEWITT CHAMPION FLEET	GASOLINE									
	STOVE									
	DIESEL									
VALLEY FLEETWAY SERVICE	GASOLINE									
	STOVE									
MID-COLUMBIA OIL CO.	GASOLINE									
	STOVE									
	DIESEL									
J.B. EDINGTON'S PLUMBING & HEATING	STOVE		1,369							
	DIESEL		4,687							
	AUTO DIESEL	6,056								
JEFFERSON, OREGON										
ED GLEASON SERVICE STATION	GASOLINE	5,535	1,369	4,235						
	STOVE	1,307		2,300						
	DIESEL									
MYRTLE POINT, OREGON										
MYRTLE POINT OIL CO.	GASOLINE	13,872	12,716	19,362	17,034	25,000	19,292	14,724	15,952	17,995
	STOVE	7,810	2,716	2,578	2,716	1,358	4,343	3,190	6,375	5,086
	DIESEL	5,006	11,216	15,009	13,014	14,037	5,608	4,659		2,340
	AUTO DIESEL			455	1,363	1,069				
NEWPORT, OREGON										
E.A. WHITE	GASOLINE									
	DIESEL									
PORT ORFORD, OREGON										
DONALD SHONES	GASOLINE									
	STOVE									
RIDDLE, OREGON										
RIDDLE PLANT, PERKINS OIL CO. OF ROSEBURG	GASOLINE									
	STOVE									
	DIESEL									
DONALD SHONES	GASOLINE	15,585	23,099	16,329	30,302	40,334	24,038	40,048	36,080	32,056
	STOVE	3,150				4,026		7,110	7,297	9,779
	DIESEL	3,825			6,873	6,393		6,393	3,147	2,715
ROGUE RIVER, OREGON										
LAFFING GAS SERVICE (R.S. GREEN)	GASOLINE									
ROSEBURG, OREGON										
PERKINS OIL CO. OF ROSEBURG	GASOLINE	41,405	63,183	68,253	64,997	77,898	44,412	35,128	37,449	38,356
	STOVE	4,434			16,887			3,244	2,715	3,205
	DIESEL	18,190	12,395	20,619	16,887	25,668		9,826	9,441	2,950
	AUTO DIESEL	2,440	5,242	2,070	6,768	3,678			1,220	
BARCUS SALES & SERV.	GASOLINE					11,055				
	STOVE					3,165				
	DIESEL					3,390				
DALLAS BENNETT	GASOLINE									
	STOVE									
	DIESEL									
DON ROGAN	GASOLINE									
	STOVE									
	DIESEL									
O.P. VAN HORN	GASOLINE									
ROSEBURG WOOD PROD.	PS 300									12,312
SUTHERLIN, OREGON										
HOYT MEDFORD SERVICE STATION	GASOLINE									
	DIESEL									
SWEET HOME, OREGON										
STOKES TRUCKING CO.	GASOLINE	25,318	23,829	26,525	18,185	25,155	26,010	31,510	11,970	21,835
	DIESEL	3,678	6,724		2,449	8,505	7,958	14,962	7,883	11,276

CUSTOMER & LOCATION	PRODUCTS	1956 JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
WOOD RIVER, OREGON													
E. VERN GREEN	GASOLINE									28,146	23,289	24,834	16,612
	STOVE									8,220	5,084	5,942	1,250
	DIESEL									7,352	4,286	2,706	12,042
H.W. PEWITT CHAMPION FLEET	GASOLINE												
	STOVE												
	DIESEL												
VALLEY FLEETWAY SERVICE	GASOLINE												
	STOVE												
MID-COLUMBIA OIL CO.	GASOLINE												
	STOVE												
	DIESEL												
J.B. EDINGTON'S PLUMBING & HEATING	STOVE												
	DIESEL												
	AUTO DIESEL												
JEFFERSON, OREGON													
ED GLEASON SERVICE STATION	GASOLINE				9,641	6,500	4,502	4,502	6,485	6,485	6,650	7,302	
	STOVE				3,679	1,000	2,350	2,350					
	DIESEL												
MYRTLE POINT, OREGON													
MYRTLE POINT OIL CO.	GASOLINE	9,584	11,182	11,522	14,347	19,166	18,847	15,705	17,846	20,413	15,872	11,482	11,783
	STOVE	9,553	10,691	5,375	6,060	1,698	2,599	906	906	3,628	8,389	7,432	8,389
	DIESEL	1,695	2,518	4,892	8,247	7,812	4,748	10,350	11,089	6,037	5,755		1,696
	AUTO DIESEL												
NEWPORT, OREGON													
E.A. WHITE	GASOLINE												
	DIESEL												
PORT ORFORD, OREGON													
DONALD SHONES	GASOLINE												
	STOVE												
RIDDLE, OREGON													
RIDDLE PLANT, PERKINS OIL CO. OF ROSEBURG	GASOLINE									11,168	5,400	6,649	9,309
	STOVE									3,000	5,476	5,588	6,753
	DIESEL										3,900		2,350
DONALD SHONES	GASOLINE	47,238	23,782	43,070	44,896	51,777	55,255	36,358	29,456	17,907			
	STOVE	16,582	12,453	12,174		2,607				3,600			
	DIESEL	3,795	6,305	4,228	8,864	3,000	9,157	7,060	12,414				
ROGUE RIVER, OREGON													
LAFFING GAS SERVICE (R.S. GREEN)	GASOLINE											7,302	
ROSEBURG, OREGON													
PERKINS OIL CO. OF ROSEBURG	GASOLINE	62,616	27,006	44,240	40,348	38,254	49,069	35,888	47,044	43,360	50,693	26,226	7,302
	STOVE		4,870		1,705				1,220		4,294	8,062	
	DIESEL	6,657	2,458	12,827	8,822	11,787	9,843	11,367	13,063		5,153	5,972	
	AUTO DIESEL			1,220									
BARCUS SALES & SERV.	GASOLINE											15,027	10,169
	STOVE												1,220
	DIESEL												1,322
DALLAS BENNETT	GASOLINE												
	STOVE												
	DIESEL												
DON ROGAN	GASOLINE												
	STOVE												
	DIESEL												
O.P. VAN HORN	GASOLINE											6,644	6,640
ROSEBURG WOOD PROD.	PS 300			13,110									
SUTHERLIN, OREGON													
HOYT MEDFORD SERVICE STATION	GASOLINE				30,289	20,140	30,201	21,302	37,238	5,052			7,302
	DIESEL					1,455		2,500		2,500			
SWEET HOME, OREGON													
STOKES TRUCKING CO.	GASOLINE	12,358			15,604	16,270	15,802	5,628	22,408	10,898	14,902	10,236	3,129
	DIESEL	7,456		6,027	11,121	6,724	11,421	7,662	23,008	8,196	17,264	15,532	3,046

CUSTOMER & LOCATION	PRODUCTS	1957 JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV
WOOD RIVER, OREGON												
E. VERN GREEN	GASOLINE	12,788	5,422	12,027	9,414							
	STOVE	2,542										
	DIESEL	3,046	177	4,320	1,000							
H.W. PEWITT CHAMPION FLEET	GASOLINE				20,693	10,439						
	STOVE				200							
	DIESEL				5,674							
VALLEY FLEETWAY SERVICE	GASOLINE						16,588	7,717	19,274			
	STOVE							1,220				
MID-COLUMBIA OIL CO.	GASOLINE									14,298	15,083	12,950
	STOVE									1,220	1,322	3,660
	DIESEL									1,322	2,542	
J.B. EDINGTON'S PLUMBING & HEATING	STOVE											
	DIESEL											
	AUTO DIESEL											
JEFFERSON, OREGON												
ED GLEASON SERVICE STATION	GASOLINE	5,165	7,007	1,676	7,405	5,004	3,520	6,175	7,302	6,458		6,221
	STOVE	1,220		1,152		1,322						
	DIESEL						2,542					
MYRTLE POINT, OREGON												
MYRTLE POINT OIL CO.	GASOLINE	16,756	7,762	17,224	20,548	15,322	22,324	21,602	25,634	18,113	14,674	15,658
	STOVE	11,256	8,726	5,158	3,396	1,698	1,698		3,396		3,609	4,916
	DIESEL	8,389	5,161	6,792	5,509	5,558	13,137	8,787	7,460	3,720	3,039	8,023
	AUTO DIESEL											
NEWPORT, OREGON												
E.A. WHITE	GASOLINE					4,740	4,740	18,129	14,908	11,389	9,480	11,151
	DIESEL					1,645	1,645	3,290	4,187	1,645	3,290	1,645
PORT ORFORD, OREGON												
DONALD SHONES	GASOLINE				7,762	7,623	7,821	15,568	15,524	8,077	6,390	
	STOVE										893	
RIDDLE, OREGON												
RIDDLE PLANT, PERKINS OIL CO. OF ROSEBURG	GASOLINE	19,256	8,856									
	STOVE	7,200	2,807									
	DIESEL	3,100	3,007									
DONALD SHONES	GASOLINE											
	STOVE											
	DIESEL											
ROGUE RIVER, OREGON												
LAFFING GAS SERVICE (R.S. GREEN)	GASOLINE	8,150	14,966	8,063	8,000	6,649	8,150	8,104	16,208	16,205	15,488	15,311
ROSEBURG, OREGON												
PERKINS OIL CO. OF ROSEBURG	GASOLINE	27,207	29,955	27,851	38,791	27,001	24,343	34,684	21,942	17,003	19,601	20,788
	STOVE	6,520	5,690			500	1,322			4,752	3,907	3,756
	DIESEL	7,414	8,130		3,582	14,595	3,864	9,424	12,299	5,055	4,922	12,688
	AUTO DIESEL											
BARCUS SALES & SERV.	GASOLINE	12,967	12,501	5,004	11,730	6,904	11,414	7,302	6,649	12,788	4,502	6,649
	STOVE											
	DIESEL		1,250	1,322	2,409		2,828			1,152	2,350	
DALLAS BENNETT	GASOLINE			8,133	10,404	13,360	11,587	11,727	6,258	10,008	5,929	13,406
	STOVE										1,250	
	DIESEL			4,368	3,542	7,129	3,531	10,273	6,092	2,644	5,653	10,800
DON ROGAN	GASOLINE			7,848								
	STOVE			2,978								
	DIESEL			5,270								
O.P. VAN HORN	GASOLINE	6,485	7,906	7,904	9,532	10,858	12,852	5,900	5,104	3,520	9,778	13,980
ROSEBURG WOOD PROD.	PS 300											
SUTHERLIN, OREGON												
HOYT MEDFORD SERVICE STATION	GASOLINE	8,000	8,150	6,649	4,500							
	DIESEL				3,007							
SWEET HOME, OREGON												
STOKES TRUCKING CO.	GASOLINE				6,181	7,902	11,562	3,052	15,260		6,104	
	DIESEL			7,002	15,898		15,021	9,807	18,002	12,416	19,614	3,888

SOURCE: EXHS. 204-A AND 204-B

Perkins Oil Company of Washington
Perkins Oil Company of Oregon
SALES TO CUSTOMERS

CUSTOMER & LOCATION	PRODUCTS	1955 APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
PORTLAND, ORE.										
CHAMPION OIL CO.	GASOLINE				22,477					
	DIESEL		21,591	15,755	64,312	8,114				
COLUMBIA TRANSPORT, INC.	GASOLINE									
	DIESEL		6,364							
FLAY SILLIMAN	GASOLINE									
INTERSTATE SERVICES, INC.	GASOLINE	5,515	6,235	3,650	7,650	9,999	7,896	5,308	3,625	4,200
	STOVE									420
	DIESEL	6,607	9,450	5,791	90,819	13,887	11,029	8,264	3,000	2,449
	PS 300			25,700	12,362					
MORRISON OIL CO.	GASOLINE									
PORTLAND MOTOR TRANSPORT	GASOLINE									
	DIESEL									
VANCOUVER, WASH.										
CHAMPION FLEET SERVICE	GASOLINE	29,204	30,749	31,162	38,506	35,971	36,618		33,343	34,637
	STOVE	1,858	1,594	766	585	165	835		2,298	2,538
	DIESEL	15,700	17,247	15,687	14,234	15,212	11,848		12,987	13,110
CLARK COUNTY FUEL OIL CO.	STOVE									
	PS 300									
THE DON FRASER CO.	GASOLINE	144,535	160,096	144,526	147,416	153,736	155,583	149,863	134,593	144,649
	STOVE	38,833	17,695	8,696	6,177	2,891	17,105	30,989	50,861	56,829
	DIESEL	40,204	14,205	16,240	5,804	8,806	24,341	33,945	55,378	66,225
	PS 300									
SUNSET FUEL OIL SERVICE	STOVE									
	DIESEL									
VANCOUVER BUS CO.	GASOLINE		6,985	6,985	7,085		6,985	6,985	7,034	6,985
EARL N. WALKER FUEL OIL	STOVE	16,760	8,272	2,833	2,020	1,341	7,521	10,513	21,969	20,896
	DIESEL	35,075	25,703	5,719	6,763	5,124	23,044	29,304	52,560	57,919
CENTRALIA, WASH.										
LEE CARTER TIRE CO.	GASOLINE	13,847	15,598	80,138	93,334	115,701	13,650	7,602		
	STOVE	15,000	6,000	2,100	2,150			5,107		
	DIESEL	12,652	9,730	12,770	7,550	17,933	1,100	8,795		
	AUTO DIESEL		160	135		1,703	539	8,196	3,675	
F.J. MALLOY FUEL OIL	GASOLINE							1,647	100	550
	STOVE							5,107	18,300	15,230
	DIESEL							6,100	11,503	17,638
R & H CHAMPION FLEET	GASOLINE	36,753	38,903	34,109	40,416	40,799	38,530	32,193	24,443	33,836
	DIESEL	16,148	24,020	16,180	20,700	20,267	22,600	18,061	14,387	24,003
	AUTO DIESEL	3,486	4,360	4,865	6,293	4,747	5,189	5,180	3,189	4,122
ABERDEEN, WASH.										
TWIN CITIES OIL, INC.	GASOLINE	64,250	86,400	82,500	85,200	83,250	76,800	59,300	73,287	53,990
	STOVE	7,900	6,500	1,450	2,100	6,450	3,950	3,450	16,080	9,445
	DIESEL	13,250	10,750	1,450	3,950	7,900	10,750	8,750	15,140	18,500
	AUTO DIESEL									
	PS 200									
CAMAS, WASH.										
SAM CREMEDAS	GASOLINE	4,070	4,690	4,674	2,105	1,456	1,545	965	835	1,095
	STOVE	3,677	2,055	580	450	520	2,178	2,981	7,619	6,577
	DIESEL	7,311	2,830	9,762	5,394	4,096	9,373	3,790	11,207	10,073
	AUTO DIESEL									
BATTLE GROUND, WASH.										
CHAMPION SAVE-CENTER	GASOLINE					13,478				
ELMER JACOBS	GASOLINE									
KELLEY SAVE-CENTER	GASOLINE					6,690	8,650	6,608	8,814	9,000
JACK LINDERMUL	GASOLINE									
RUSSEL LUMBER & FUEL OIL	STOVE	3,004		501		501	801	1,002	3,004	3,805
	DIESEL	1,253		500		378		500	1,407	1,352
ELMA, WASH.										
T & R SERVICE	GASOLINE								3,772	

CUSTOMER & LOCATION	PRODUCTS	1956 JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
PORTLAND, ORE.													
CHAMPION OIL CO.	GASOLINE												
	DIESEL												
COLUMBIA TRANSPORT, INC.	GASOLINE												
	DIESEL												
FLAY SILLIMAN	GASOLINE									15			
INTERSTATE SERVICES, INC.	GASOLINE	9,236	2,515	3,129						1,000			
	STOVE		950	350									
	DIESEL		3,607	3,046				6,207					
	PS 300												
MORRISON OIL CO.	GASOLINE												
PORTLAND MOTOR TRANSPORT	GASOLINE							1,000					
	DIESEL							2,607		2,350	2,607		
VANCOUVER, WASH.													
CHAMPION FLEET SERVICE	GASOLINE	31,990	27,641	33,994	34,449	35,541	36,018	38,962	37,484	37,856	35,569	35,201	33,586
	STOVE	2,600	2,564	2,219	1,203	620	655	122	245	652	1,609	2,010	2,060
	DIESEL	12,909	14,458	13,765	16,796	18,145	19,513	20,828	20,104	23,972	22,230	24,021	23,368
CLARK COUNTY FUEL OIL CO.	STOVE												
	PS 300												
THE DON FRASER CO.	GASOLINE	124,070	109,171	137,852	153,616	143,966	164,263	142,038	160,427	141,997	157,338	155,239	135,533
	STOVE	55,358	54,669	43,949	24,920	8,573	5,785	1,960	4,847	11,371	29,651	33,062	36,720
	DIESEL	73,064	73,296	56,221	19,706	6,063	10,806	2,697	6,384	19,427	46,198	49,756	59,032
	PS 300												
SUNSET FUEL OIL SERVICE	STOVE				700	1,602			701	600	2,100	1,904	3,516
	DIESEL				506	341			300	439	1,102	1,185	1,955
VANCOUVER BUS CO.	GASOLINE	6,849		6,985	7,302	7,302		7,302	7,302	7,302		7,302	10,997
EARL N. WALKER FUEL OIL	STOVE	21,221	21,819	15,369	7,665	1,777	1,914	678	1,836	4,216	8,131	14,514	14,685
	DIESEL	64,036	59,421	47,236	19,691	6,545	7,273	3,008	9,090	15,764	25,904	45,139	46,713
CENTRALIA, WASH.													
LEE CARTER TIRE CO.	GASOLINE												
	STOVE												
	DIESEL												
	AUTO DIESEL												
F.J. MALLOY FUEL OIL	GASOLINE	831		1,338	500	499		526					
	STOVE	18,808	23,674	13,506	6,092	1,322	1,322						
	DIESEL	15,879	17,523	15,768	7,118	2,813	4,063	3,696	4,166	1,076			
R & H CHAMPION FLEET	GASOLINE	27,752	22,367	36,346	32,614	41,265	30,576	25,913	26,326	26,567	14,587	32,316	17,651
	DIESEL	13,734	13,761	20,252	15,455	21,933	12,859	9,836	11,562	12,990	7,618	9,936	7,856
	AUTO DIESEL	3,048	4,034	4,426	3,974	5,988	4,724	5,187	6,030	6,128	3,317	5,426	2,988
ABERDEEN, WASH.													
TWIN CITIES OIL, INC.	GASOLINE	67,350	57,905	60,370	66,960	70,930	72,080	63,380	58,920	53,485	41,420	73,880	35,375
	STOVE	22,236	13,025	8,675	5,865	4,955	5,605			5,865	7,040	15,495	13,050
	DIESEL	64,036	18,950	19,945	9,565	5,985	7,630	4,030		8,060	11,460	19,445	19,010
	AUTO DIESEL												
	PS 200												
CAMAS, WASH.													
SAM CREMEDAS	GASOLINE	581	930	1,070	2,446	1,271	719	1,707	1,471	1,971	2,761	2,648	890
	STOVE	6,931	7,930	6,560	2,910	786	440	290	507	1,358	2,698	5,856	4,745
	DIESEL	14,898	7,986	9,275	15,063	7,903	3,086	8,217	8,921	4,504	15,900	8,588	8,352
	AUTO DIESEL												
BATTLE GROUND, WASH.													
CHAMPION SAVE-CENTER	GASOLINE												
ELMER JACOBS	GASOLINE												
KELLEY SAVE-CENTER	GASOLINE	9,000	6,775	12,000	8,116	12,380	13,704	8,554					
JACK LINDERMUL	GASOLINE								10,757	7,500	3,750	7,500	3,933
RUSSEL LUMBER & FUEL OIL	STOVE	3,803	3,100	2,400	700								
	DIESEL	1,302	1,400	900	600								
ELMA, WASH.													
T & R SERVICE	GASOLINE	4,074	3,738	2,576	3,322	3,081	3,748	4,535	3,837	3,157	3,239	3,224	2,669

CUSTOMER & LOCATION	PRODUCTS	1957 JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV
PORTLAND, ORE.												
CHAMPION OIL CO.	GASOLINE											
	DIESEL											
COLUMBIA TRANSPORT, INC.	GASOLINE									3,404		
	DIESEL									3,003		
FLAY SILLIMAN	GASOLINE											
INTERSTATE SERVICES, INC.	GASOLINE											
	STOVE				102							100
	DIESEL				256							
	PS 300											
MORRISON OIL CO.	GASOLINE				16,634							
PORTLAND MOTOR TRANSPORT	GASOLINE											
	DIESEL							1,100			1,575	
VANCOUVER, WASH.												
CHAMPION FLEET SERVICE	GASOLINE	28,905	26,861	30,953	31,093	33,780	34,896	35,705	34,536	28,941	27,721	31,813
	STOVE	2,749	1,628	1,535	1,379	707	327	129	230	332	2,086	2,682
	DIESEL	26,754	22,964	30,247	34,820	34,777	33,552	32,030	25,445	23,767	27,849	26,473
CLARK COUNTY FUEL OIL CO.	STOVE										3,286	8,152
	PS 300										15,924	30,308
THE DON FRASER CO.	GASOLINE	113,473	124,897	124,721	105,206	160,189	128,532	156,444	119,817	131,628	143,198	149,574
	STOVE	55,408	37,654	30,559	20,564	5,864	1,213	788	1,701	4,016	27,821	33,188
	DIESEL	82,125	63,682	43,857	24,817	7,903	3,808	2,773	4,235	310	220	11,519
	PS 300									15,376	30,419	33,237
SUNSET FUEL OIL SERVICE	STOVE	5,156	3,156	2,003	1,702	752	253			1,102	1,853	3,806
	DIESEL	2,609	1,450	1,240	975	257	200	501		300	752	1,543
VANCOUVER BUS CO.	GASOLINE		3,600	3,520								6,735
EARL N. WALKER FUEL OIL	STOVE	19,846	12,394	10,794	5,444	1,424	788	612	204	1,333		
	DIESEL	74,229	40,700	33,863	19,224	7,841	7,456	2,059	1,742	2,985		
CENTRALIA, WASH.												
LEE CARTER TIRE CO.	GASOLINE											
	STOVE											
	DIESEL											
	AUTO DIESEL											
F.J. MALLOY FUEL OIL	GASOLINE		500									
	STOVE											
	DIESEL											
R & H CHAMPION FLEET	GASOLINE	26,326	15,247	9,765	12,346	17,486	12,475	15,267	11,676	12,521	10,191	11,402
	DIESEL	11,562	5,621	3,864	6,101	10,835	9,189	9,212	8,614	4,656	3,220	6,786
	AUTO DIESEL	6,030	3,487	1,258	1,950	3,780	2,291	3,322	2,102	1,721	748	1,288
ABERDEEN, WASH.												
TWIN CITIES OIL, INC.	GASOLINE	58,920	31,915	39,405	50,415	44,940	56,400	55,320	61,129	58,645	51,405	46,289
	STOVE		7,985	9,505	9,445	7,480		4,030	7,000			1,955
	DIESEL		22,530	18,500	15,040	14,880	3,520		7,000		3,000	3,284
	AUTO DIESEL									1,000	1,100	
	PS 200											11,010
CAMAS, WASH.												
SAM CREMEDAS	GASOLINE	569	720	1,030	2,033	1,025	2,170	640	190	125	195	105
	STOVE	7,922	4,169	4,186	2,895	1,081			280	412	1,653	5,680
	DIESEL	11,307	8,252	11,853	12,643	7,057	42,625	1,580	11,956	7,129	7,044	6,373
	AUTO DIESEL								480			
BATTLE GROUND, WASH.												
CHAMPION SAVE-CENTER	GASOLINE											
ELMER JACOBS	GASOLINE				4,000	12,000	10,500	12,000	13,080	11,000	10,500	14,890
KELLEY SAVE-CENTER	GASOLINE											
JACK LINDERMUL	GASOLINE	5,690	6,684	10,000	4,000							
RUSSEL LUMBER & FUEL OIL	STOVE											
	DIESEL											
ELMA, WASH.												
T & R SERVICE	GASOLINE	3,554	3,114	5,025	3,628	5,285	4,815		16,087	3,754	3,987	

SOURCE: EXHS. 204-A AND 204-B

Perkins Oil Company of Washington
Perkins Oil Company of Oregon
SALES TO CUSTOMERS

CUSTOMER & LOCATION	PRODUCTS	1955 APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
THE DALLES, OREGON										
HUSSEY HEATING OILS	GASOLINE	9,949	12,528	12,305	12,102	11,725	12,813	15,042	10,812	19,307
	STOVE	5,978		1,080				5,978	12,399	12,425
	DIESEL	1,307		1,369				4,976	10,877	3,607
BERT PEPPER CHAMPION	GASOLINE									
	STOVE									
	DIESEL									
PERKINS OIL CO.	GASOLINE									
THE DALLES STATION	GASOLINE									
TERREBONNE, OREGON										
GREAT LAKES CARBON CORPORATION	GASOLINE		6,011			6,985				8,059
	DIESEL		6,364		8,700	6,056	3,755	3,755	6,393	
	PS 300	222,858		166,617	133,935	151,885	158,199	118,049	138,817	358,912
WINSTON, OREGON										
DONALD SHONES	GASOLINE									
	STOVE									
OTHER OREGON & WASHINGTON										
PERKINS & LEWINGTON CHAMPION FLEET SERVICE	GASOLINE							35,335		
	STOVE							1,786		
	DIESEL							13,302		
WHITE CONSTRUCTION COMPANY	GASOLINE			3,601		3,600	3,123			
	DIESEL					15,185	10,071			

CUSTOMER & LOCATION	PRODUCTS	1956 JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
THE DALLES, OREGON													
HUSSEY HEATING OILS	GASOLINE	11,955	5,779	20,538	8,208	19,903	13,449	6,249	14,413	4,590			
	STOVE		15,404	4,624		1,455			5,137				
	DIESEL		8,634			1,152			3,686				
BERT PEPPER CHAMPION	GASOLINE								17,648		6,650	22,075	8,678
	STOVE								9,682				1,455
	DIESEL								2,534				
PERKINS OIL CO.	GASOLINE												
THE DALLES STATION	GASOLINE												
TERREBONNE, OREGON													
GREAT LAKES CARBON CORPORATION	GASOLINE												
	DIESEL	6,393	6,393										
	PS 300	163,782	38,788										
WINSTON, OREGON													
DONALD SHONES	GASOLINE										5,649	13,298	15,439
	STOVE												
OTHER OREGON & WASHINGTON													
PERKINS & LEWINGTON CHAMPION FLEET SERVICE	GASOLINE												
	STOVE												
	DIESEL												
WHITE CONSTRUCTION COMPANY	GASOLINE				2,885	2,885	2,885	1,426	5,178				
	DIESEL				3,935	3,904	10,328	5,173	5,028				

CUSTOMER & LOCATION	PRODUCTS	1957 JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV
THE DALLES, OREGON												
HUSSEY HEATING OILS	GASOLINE											
	STOVE											
	DIESEL											
BERT PEPPER CHAMPION	GASOLINE	11,075	12,331	19,286	12,657							
	STOVE	2,458										
	DIESEL											
PERKINS OIL CO.	GASOLINE					15,183						
THE DALLES STATION	GASOLINE						9,424	10,751	10,885	7,296		
TERREBONNE, OREGON												
GREAT LAKES CARBON CORPORATION	GASOLINE											
	DIESEL											
	PS 300											
WINSTON, OREGON												
DONALD SHONES	GASOLINE	19,947	13,951	28,094	23,969	30,611	21,204	15,014	14,708	15,535	9,725	15,510
	STOVE									802	600	
OTHER OREGON & WASHINGTON												
PERKINS & LEWINGTON CHAMPION FLEET SERVICE	GASOLINE											
	STOVE											
	DIESEL											
WHITE CONSTRUCTION COMPANY	GASOLINE											
	DIESEL											

SOURCE: EXHS. 284-A AND 284-B

Exhibit 1007
Case 369-59
Rptr
Date Clerk

Plaintiff's Exhibit No. 321

Exhibit 321
Case 369-59R
Rptr
Date Clerk

AGREEMENT

THIS AGREEMENT, dated July 1, 1947, between STANDARD OIL COMPANY OF CALIFORNIA, a Delaware corporation, hereinafter referred to as "Standard," and SIGNAL OIL AND GAS COMPANY, a Delaware corporation, hereinafter referred to as "Signal,"

W I T N E S S E T H:

1. Standard agrees to sell to Signal and Signal agrees to buy from Standard, subject to the terms and conditions hereinafter provided, Signal's trade requirements of motor gasoline for marketing under its brands and/or copyrighted and/or trade-marked names in the States of California, Oregon, Washington, Idaho, Nevada and Arizona. The products to meet Signal's requirements hereunder shall be Standard's regular commercial grades of motor gasoline, equivalent to the grades currently supplied by Standard to its dealer trade (which at the date hereof are First Brand Gasoline (Ethyl or Premium grade) and Second Brand Gasoline (Regular grade)).

2. The term of this agreement shall be for the period commencing with the date hereof and continuing until terminated by either party's giving six (6) months' prior written notice to the other party, except that no such notice shall be given prior to July 1, 1953.

3. Standard will deliver gasoline, on orders from Signal, in fairly even monthly quantities to the extent of Signal's trade requirements as aforesaid, provided, however, that Standard shall not be obligated to deliver to Signal in any four successive calendar months' period during the term hereof (hereinafter called the "period of supply") a quantity of gasoline in excess of the higher of the quantities determined in accordance with (a) and (b) below:

(a) The quantity of gasoline contained in the crude oil, in excess of 5,496,000 barrels of crude oil, sold to Standard by Signal during the four calendar months immediately preceding the last calendar month of any period of supply under the Crude Oil Purchase Agreement dated July 1, 1947, between the parties hereto, plus the quantity of natural gasoline, in excess of

11,040,000 gallons of natural gasoline, sold to Standard by Signal during the four calendar months immediately preceding the last calendar month of any period of supply under the Natural Gasoline And Propane Purchase Agreement dated July 1, 1947, between the parties hereto. For the purposes of this subparagraph (a), the gasoline content of crude oil shall be deemed to be 30.3 per cent;

(b) The quantity of gasoline contained in the crude oil, in excess of 5,496,000 barrels of crude oil, sold to Standard by Signal during the four calendar months immediately preceding the last calendar month of any period of supply under the Crude Oil Purchase Agreement dated July 1, 1947, between the parties hereto. For the purposes of this subparagraph (b), the gasoline content of crude oil shall be deemed to be 32.9 per cent;

provided further, however, that in no event shall Standard be obligated to deliver to Signal in any calendar month during the term hereof a quantity of gasoline in excess of the following:

During the period July 1, 1947, to June 30, 1948, 3,000,000 gallons; during the period July 1, 1948, to June 30, 1949, 4,000,000 gallons; thereafter, during the term hereof, 6,000,000 gallons.

4. Deliveries of gasoline shall be made in bulk, minimum 2,500 gallons per delivery, into transportation facilities to be furnished by Signal f.o.b. Standard's base supply points as named below, and in each instance the respective base supply point shall be the point of supply for Signal's requirements for the market area supplied by Standard from such point in its own direct operations:

<u>Base Supply Points</u>
El Segundo
Seguro
Richmond
Willbridge
Point Wells

Provided, however, that in the event Standard, in its own direct operations, changes the base point of supply, Standard, at its option, may make a corresponding change in the base point of supply for Signal.

Provided, further, Signal at its option may take deliveries at Standard's intermediate marine terminals which are supplied by water from the base supply points named above, to the extent that Standard has supplies available at such intermediate terminals in excess of its own requirements, and subject to payment by Signal to Standard of a charge for such deliveries as quoted by Standard from time to time, which charge shall be reasonably competitive with going rates in the industry for such service.

5. (a) For each gallon of gasoline delivered by Standard to Signal, Signal shall pay to Standard Standard's posted current net tank truck price as effective at time and place of delivery, less a discount as hereinafter provided, except that for any deliveries at Standard's intermediate marine terminals the price for each gallon of gasoline delivered shall be the net price then applicable for deliveries of gasoline at the base supply point from which such marine terminal is supplied by water, plus the charge referred to in paragraph 4 hereof.

(b) Signal's discount on gasoline delivered hereunder shall be 5.50 cents per gallon on First Brand Gasoline and 4.50 cents per gallon on Second Brand Gasoline, provided, however, that in no event shall Signal pay to Standard for gasoline delivered hereunder less than the prices shown below:

EX TAXES

Base Supply Point	First Brand	Second Brand
El Segundo	4.50¢ per gallon	4.00¢ per gallon
Richmond, Seguro	5.00¢ per gallon	4.50¢ per gallon
Willbridge, Point Wells	5.50¢ per gallon	5.00¢ per gallon

For deliveries at Standard's intermediate marine terminals the prices shall not be lower than the applicable minimum price for the base supply point from which such marine terminal is supplied by water, plus the applicable charge for such delivery referred to in paragraph 4 hereof.

6. Title to all gasoline sold hereunder shall pass to Signal at the supply points immediately upon the loading of the gasoline delivered at such supply points into the transportation facilities furnished by Signal and all risk of damage or loss from and after the passage of title shall be borne by Signal.

All moneys due from Signal to Standard for deliveries hereunder shall be payable by the 20th day of the calendar month following delivery.

7. Any tax, or the amount thereof, now or hereafter imposed, levied, or assessed by any governmental authority upon, measured by, incident to, or as a result of the transaction herein provided for, or the transportation, production, or manufacture of the gasoline, the subject matter of this agreement, shall, if collectible or payable by Standard, be paid by Signal on demand by Standard, as tax collectible or as an increase in the prices otherwise herein provided for.

8. It is understood and agreed that Signal in the performance of this agreement is engaged in an independent business and nothing herein contained shall be construed as reserving to Standard any right to control Signal with respect to its conduct in the performance of this agreement.

Signal undertakes and agrees that it will, at its own expense, during the term hereof, maintain full insurance under any Workmen's Compensation Laws effective in said states covering all persons employed by and working for it in connection with the performance of this agreement.

Signal accepts exclusive liability for all contributions and payroll taxes required under the Federal Social Security Act and State Unemployment Compensation Laws as to all persons employed by and working for it in connection with the performance of this agreement.

9. The waiver of any breach of any provision shall not be deemed to be a waiver of the breach of any other provision hereof, or any subsequent or continuing breach of such provision or provisions.

10. This agreement shall be binding upon successors or assigns of Standard and Signal; provided that no assignment shall be made by either party without the written consent of the other party, except that Signal may assign this agreement to a marketing subsidiary or affiliate.

11. In the event Standard is prevented from or hindered in making deliveries hereunder or that Signal is prevented from or hindered in receiving deliveries due to act of God, fire, riot, labor disturbances, earthquakes, war, commandeering of raw materials, products, plants or facilities, or by other similar or different acts of any government (whether foreign or domestic, federal, state, county, or municipal), accident, total or partial failure of transportation or delivery supplies or facilities, or any other cause beyond their control whether similar to the foregoing causes or not, the obligation of Standard to make deliveries and the obligation of Signal to receive deliveries during the period of such disability shall be suspended.

12. The term "gallon", when used herein, designates and is equivalent to two hundred and thirty-one (231) cubic inches.

In determining the net volume of gasoline delivered hereunder adjustment in volume to 60° Fahrenheit owing to difference in temperature shall be made in accordance with latest issue of Standard Abridged Volume Correction Table A.P.I. Standard No. 520 (A.S.T.M. designation No. 206).

13. Notices for Standard shall be addressed to it at 225 Bush Street, San Francisco, California. Notices for Signal shall be addressed to it at 811 West Seventh Street, Los Angeles.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their proper officers, who are hereunto duly authorized.

STANDARD OIL COMPANY OF CALIFORNIA

By _____
Vice President

_____
Secretary

SIGNAL OIL AND GAS COMPANY,

By _____
President

_____
Secretary

Plaintiff's Exhibit No. 343-A

Plaintiff Exhibit 1453A
Case 369-59
Rptr
Date Clerk Recd

Plaintiff Exhibit 343A
Case 369-59
Rptr
Date Clerk Recd

1453 A

STANDARD OIL COMPANY OF CALIFORNIA

San Francisco, California

April 6, 1953

RETAIL PRICE ALLOWANCES
CHEVRON DEALERS

ALL DISTRICTS (except Honolulu):

Reference is made to our letter of December 12, 1950, subject: "Temporary Allowances - Chevron Dealers."

As a means of assisting Chevron Dealers to maintain a fair margin of profit in face of higher costs for labor and material, we are liberalizing the policy of assisting Chevron Dealers in competitive retail price situations, as follows:

1. Extend a temporary allowance based on the difference between Standard Stations, Inc., prices and 4.75 cents on Chevron and 5.25 cents on Supreme. (This will be in addition to restored allowance, if the dealer qualifies.)

2. Where Standard Stations, Inc., retail prices drop below 3 cents above tank truck, split the difference with the dealer below the 3-cent level.

4.75
3.00
1.75

Standard Stations, Inc., retail prices will be followed as a basis for allowances in those localities where they are represented. Consult this office regarding allowances to be extended in localities where Standard Stations, Inc., are not represented. Attached for your ready reference is a chart showing dealer allowances according to this new policy.

In view of this additional consideration to Chevron Dealers, and in order that special allowances will not prevail, where Chevron Dealers (except bona fide truck stations) receive a special allowance below tank truck, such as two-party dealers' extended allowances considered in lieu of rent for facilities owned or leased by the dealers, or where such allowances have been extended to meet a bona fide competitive offer either to retain or gain business, temporary retail price allowances referred to herein, which now or may be applicable from time to time in the future, will be reduced by an amount equal to all or any part of the special allowance below tank truck. Please discuss with us any exceptions to this policy you believe necessary.

This liberalized policy represents another excellent means of building continuing good will with our Chevron Dealers, especially as it is offered voluntarily by the Company. We feel that it is of enough importance to warrant explanation by a member of Management or Branch Managers to those Chevron Dealers in the localities where retail prices are depressed to the point that the allowances apply. However, we do not believe any discussion is advisable in any locality until such time as retail prices make the extension of those allowances necessary. Also, it is extremely important that this policy be kept on a confidential basis by our employees and those Chevron Dealers with whom the policy is discussed. As you can understand, it is to the best interests of our Chevron Dealers that our competitors do not learn of this policy, as they might extend further allowances to their dealers and establish a competitive advantage.

E. D. THOMPSON

Attachment

ALLOWANCE (EX HONOLULU)
(AREAS WHERE COST OF LIVING ALLOWANCE IS EXTENDED)

FUEL ABOVE TANK TRUCK	ALLOWANCE CHEVRON	ALLOWANCE SUPREME
5.3	.0	.0
5.2	.0	.05
5.1	.0	.15
5.0	.0	.25
4.9	.0	.35
4.8	.0	.45
4.7	.05	.55
4.6	.15	.65
4.5	.25	.75
4.4	.35	.85
4.3	.45	.95
4.2	.55	1.05
4.1	.65	1.15
4.0	.75	1.25
3.9	.85	1.35
3.8	.95	1.45
3.7	1.05	1.55 100%
3.6	1.15	1.65
3.5	1.25	1.75
3.4	1.35	1.85
3.3	1.45	1.95
3.2	1.55	2.05
3.1	1.65	2.15
3.0	1.75	2.25
2.9	1.80	2.30
2.8	1.85	2.35
2.7	1.90	2.40
2.6	1.95	2.45
2.5	2.00	2.50
2.4	2.05	2.55
2.3	2.10	2.60
2.2	2.15	2.65
2.1	2.20	2.70 50%
2.0	2.25	2.75
1.9	2.30	2.80
1.8	2.35	2.85
1.7	2.40	2.90
1.6	2.45	2.95
1.5	2.50	3.00
1.4	2.55	3.05
1.3	2.60	3.10
1.2	2.65	3.15
1.1	2.70	3.20
1.0	2.75	3.25
.9	2.80	3.30
.8	2.85	3.35
.7	2.90	3.40
.6	2.95	3.45
.5	3.00	3.50
.4	3.05	3.55
.3	3.10	3.60
.2	3.15	3.65
.1	3.20	3.70
.0	3.25 + .25	3.75 + .25

1-1-53

Plaintiff's Exhibit No. 343-B

Exhibit 1453 B
Case 369-59
Rptr
Date Clerk Recd

Plf Exhibit 343B
Case 369-59
Rptr
Date Clerk Recd

1453 B

STANDARD OIL COMPANY OF CALIFORNIA

WESTERN OPERATING DIVISION

San Francisco, California
November 5, 1956

LIBERALIZED RETAIL PRICE
ALLOWANCES - CHEVRON DEALERS

ALL DIVISION MANAGERS (EX HONOLULU):
Salt Lake City Division - applies only to those
Chevron Dealers in Nevada.

Confirming my telephone conversation today, as a further means of assisting Chevron Dealers to maintain a fair margin of profit in face of higher costs for labor and material and because of increasing price disturbances, we are liberalizing the policy of assisting Chevron Dealers during periods when prices are depressed.

By assisting Chevron Dealers to meet competition promptly, if they choose to do so, this liberalized policy represents another excellent means of building continuing good will with our dealers. Not only our dealers but also Dealer Associations feel that margins approaching 6¢ are necessary if they are to continue in business profitably.

We feel this new policy is important enough to warrant personal explanation by a member of your organization to all Chevron Dealers, with particular attention being given to Chevron Dealers who are influential in local or state dealer associations. It is not our intention, however, to give this program any publicity with officers of Dealer Associations unless they are Chevron Dealers.

Company-operated station retail prices will continue to be followed as a basis for allowances in those localities where they are represented.

The attached table clearly shows the new schedule of Retail Price Allowance for all dealers. As memo figures only to assist you in dealer gross margin computations, two columns are shown on the right, indicating rest room allowances where applicable plus resulting gross margins at each margin level. No change is being made in the present method of paying rest room and maintenance allowances. This new table differs from the present one in use in that it covers allowances for both Chevron and Chevron Supreme in the same column. Read table for retail margin above T.T. for Chevron and any differing margin on Supreme.

We are further liberalizing our present policy wherein retail price allowances, except at bona fide truck stations, are not to be pyramided over special day-to-day allowances. Temporary retail price allowances will be reduced as at present by the amount of the special day-to-day allowance down to ½¢ of the special day-to-day allowance. (Example: 1.0¢ special day-to-day allowance in effect. Normal retail price allowance 1¢. This 1¢ is now to be reduced to ½¢ because of 1.0¢ special allowance.)

Please discuss with us any exceptions to this policy you believe necessary.

Effective immediately, you may apply this new policy of retail price allowances to the Chevron Dealers involved. From your records, please review those areas where Chevron Dealers are now receiving retail price assistance based on competitive postings so you may increase present allowances where justified on new basis.

It also will be necessary for you to review all presently established localities where Chevron Dealers are our only representation and where no allowances are being extended to determine present competitive postings below the new liberalized policy, and extend allowances based on the new schedule attached.

Consult this office regarding allowances to be extended in new localities where Company-operated stations are not represented and before any new retail price allowances are granted to Chevron Dealers.

E. D. THOMPSON

Amt. Retail Price Above Posted T.T.	Amt. Dealer Retail Price Allowance	Memo Figures Only Where Rest Room & Maintenance Allowances Are Paid R.R. & M.	Gross Margin to Dealer
6.0¢	-	.25	6.25
5.9	-	.25	6.15
5.8	-	.25	6.05
5.7	-	.25	5.95
5.6	.03	.25	5.88
5.5	.10	.25	5.85
5.4	.17	.25	5.82
5.3	.24	.25	5.79
5.2	.31	.25	5.76
5.1	.38	.25	5.73
5.0	.45	.25	5.70
4.9	.52	.25	5.67
4.8	.59	.25	5.64
4.7	.66	.25	5.61
4.6	.73	.25	5.58
4.5	.80	.25	5.55
4.4	.87	.25	5.52
4.3	.94	.25	5.49
4.2	1.01	.25	5.46
4.1	1.08	.25	5.43
4.0	1.15	.25	5.40
3.9	1.22	.25	5.37
3.8	1.29	.25	5.34
3.7	1.36	.25	5.31
3.6	1.43	.25	5.28
3.5	1.50	.25	5.25
3.4	1.57	.25	5.22
3.3	1.64	.25	5.19
3.2	1.71	.25	5.16
3.1	1.78	.25	5.13
3.0	1.85	.25	5.10
2.9	1.92	.25	5.07
2.8	1.99	.25	5.04
2.7	2.06	.25	5.01
2.6	2.13	.25	4.98
2.5	2.20	.25	4.95
2.4	2.27	.25	4.92
2.3	2.34	.25	4.89
2.2	2.41	.25	4.86
2.1	2.48	.25	4.83
2.0	2.55	.25	4.80
1.9	2.62	.25	4.77
1.8	2.69	.25	4.74
1.7	2.76	.25	4.71
1.6	2.83	.25	4.68
1.5	2.90	.25	4.65
1.4	2.97	.25	4.62
1.3	3.04	.25	4.59
1.2	3.11	.25	4.56
1.1	3.18	.25	4.53
1.0	3.25	.25	4.50
.9	3.35	.25	4.50
.8	3.45	.25	4.50
.7	3.55	.25	4.50
.6	3.65	.25	4.50
.5	3.75	.25	4.50
.4	3.85	.25	4.50
.3	3.95	.25	4.50
.2	4.05	.25	4.50
.1	4.15	.25	4.50
.0	4.25	.25	4.50

Not used

Gross

Defendant's Exhibit No. 1084, page 1

FORM 1040
U. S. Treasury Department
Internal Revenue Service

U.S. INDIVIDUAL INCOME TAX RETURN

For Calendar Year 1955, or other taxable year beginning ..... 1955, and ending 195

1955

1084

(Please type or print clearly)

Name for this is a JOINT RETURN OF HUSBAND AND WIFE, USE FIRST NAMES OF BOTH:
C. A. and Elizabeth Perkins

Home address (NUMBER AND STREET OR RURAL ROUTE): P. O. box 59
City or Post Office: Vancouver
County: Clark
State: Washington

Your Social Security No. and Occupation: 532-34-1967 Dentals
Wife's Social Security No. and Occupation:

If Income Was All From Wages, Use Pages 1 and 2 Only. If Such Income Was Less Than $5,000, You May Need to Use Page 1 Only. See Page 3 of the Instructions.

Exemptions

1. Check blocks which apply. Check for wife if she had no income or her income is included in this return.
   - Regular $600 exemption — ☐ Yourself ☐ Wife
   - 65 or over at end of taxable year — ☐ Yourself ☐ Wife
   - Blind at end of taxable year — ☐ Yourself ☐ Wife

   Enter number of boxes checked → 4 12/5
2. List names of your children who qualify as dependents; give address if different from yours. ..... Enter number of children listed →
3. Enter number of exemptions claimed for other persons listed at top of page 2 .....
4. Enter the total number of exemptions claimed on lines 1, 2, and 3 .....

Income

5. Enter all wages, salaries, bonuses, commissions, and other compensation received in 1955, before payroll deductions. Outside salesmen and persons claiming traveling, transportation, or reimbursed expenses, see instructions, page 5.

Employer's Name	Where Employed (City and State)	Wages, etc.	Income Tax Withheld
		$	$
	Enter totals here →	$	$

6. Less: Excludable "Sick Pay" in line 5, (See instructions page 5 Attach required explanation) .....
7. Balance (line 5 less line 6) ..... $
8. Profit (or loss) from business (from separate Schedule C) .....
9. Profit (or loss) from farming (from separate Schedule F) .....
10. Other income (or loss) from page 3 ..... 22,885 31
11. ADJUSTED GROSS INCOME (sum of lines 7, 8, 9, and 10) ..... $ 22,885 31

Special computation

Unmarried or legally separated persons qualifying as "Head of Household," see instructions, page 14, and check here ☐ Widows and widowers who are entitled to the special tax computation, see instructions, page 14, and check here ☐

IF INCOME ON LINE 11 IS UNDER $5,000, AND YOU DO NOT ITEMIZE DEDUCTIONS, USE TAX TABLE ON PAGE 15 OF INSTRUCTIONS. IF INCOME WAS $5,000 OR MORE, OR IF YOU ITEMIZE DEDUCTIONS, COMPUTE YOUR TAX ON PAGE 2.

Tax due or refund

12. Enter tax from the Tax Table, or from line 9, page 2. Please check if you use Tax Table ☐ ..... $ 5,540 42

If income was all from wages, omit lines 13 through 16

13. (a) Dividends received credit (line 5 of Schedule J) ..... $
    (b) Retirement income credit (line 12 of Schedule K) .....
14. Balance (line 12 less line 13) ..... $
15. Enter your self-employment tax from separate Schedule C or F ..... $ 5,540 42
16. Sum of lines 14 and 15 .....
17. (a) Tax withheld (line 5 above). Attach Forms W-2 (Copy B) ..... $ $ 5,540 42
    (b) Payments and credits on 1955 Declaration of Estimated Tax (See instructions, page 12) ..... 4,000 00 $ 4,000 00
    District Director's office where paid .....
18. If your tax (line 12 or 16) is larger than your payments (line 17), enter the balance here. Send this balance with your return to "Internal Revenue Service." If less than $1.00, do not remit → $ 1,540 42
19. If your payments (line 17) are larger than your tax (line 12 or 16), enter the overpayment here. If less than $1.00, it will be refunded only upon application. See instructions, page 15. Interest 8/27 $ 33 37

Enter amount of line 19 you want Credited on 1956 estimated tax $ ..... Refunded $ Total $ 1,573 79

Is your wife (husband) making a separate return for 1955? ☐ Yes ☐ No If "Yes," write her (his) name.

Did you pay or agree to pay anyone for assistance in the preparation of your return? ☐ Yes ☐ No If "Yes," enter his name and address. John Lucas, P.A. 809 Jackson Tower Portland 5, Oregon

Do you owe any Federal tax for prior years? ☐ Yes ☐ No

Taxpayer sign here

I declare under the penalties of perjury that this return (including any accompanying schedules and statements) has been examined by me and to the best of my knowledge and belief is a true, correct, and complete return.

X ..... (Your signature) 8/27/56 (Date) X ..... (If this is a joint return, wife's signature) 8/27/56 (Date)

● To assure split-income benefits, husband and wife must include in all three returns (husband, wife, and those through only one has income) BOTH MUST SIGN.

Preparer (other than taxpayer) sign here

I declare under the penalties of perjury that I prepared this return for the person(s) named herein, and that this return (including any accompanying schedules and statements) is, to the best of my knowledge and belief, a true, correct, and complete return based on all the information relating to the matters required to be reported in this return of which I have any knowledge.

809 Jackson Tower, Portland 5, Oregon 8/25/56
(Individual or Firm Signature) (Address) (Date)

● ATTACH COPY B OF FORMS W-2 HERE ●

Defendant's Exhibit No. 1084, page 5

CLIENT'S COPY

C. A. and ELIZABETH PERKINS

dba C. A. PERKINS CO.

INCOME:-			
	Rentals	54,084.72	
	Interest	3,073.58	57,158.30
EXPENSES:-			
	Rent	120.00	
	Interest	4,485.18	
	Taxes	5,132.79	
	Collection	39.75	
	Insurance	3,420.48	
	Office	480.00	
	Heat and Light	1,023.34	
	Telephone and Telegraph	105.22	
	Legal	144.33	
	Building Maintenance	5,496.51	
	Miscellaneous	260.06	
	Travel	(38.12)	
	Boat Maintenance 75% of actual	420.20	
	Depreciation (Schedule attached)	15,322.31	36,412.05
	Net Profit		20,746.25

Defendant's Exhibit No. 1085, page 1

CLIENT'S COPY

U. S. INDIVIDUAL INCOME TAX RETURN

Form **1040** U. S. Treasury Department Internal Revenue Service

For calendar year or other taxable year beginning ....., 1956, and ending ....., 19..... **1956**

PLEASE TYPE OR PRINT

Name (If this is a joint return of husband and wife, use first names of both): C. A. and Elizabeth Perkins

Your Social Security No. and Occupation: 532-34-2597 Retired

Home Address (Number and street or rural route): P. O. Box 59

(City or post office): Vancouver (County): Clark (State): Washington

Wife's Social Security No. and Occupation: R 12/3

If Income Was All From Salaries and Wages, Use Pages 1 and 2 Only. If Such Income Was Less Than $5,000, You May Need to Use Page 1 Only. See Page 3 of the Instructions.

Exemptions

1. Check blocks which apply. Check for wife if she had no income or her income is included in this return.
   - Regular $600 exemption ..... ☑ Yourself ☑ Wife
   - Additional exemption if 65 or over at end of taxable year ..... ☐ Yourself ☐ Wife
   - Additional exemption if blind at end of taxable year ..... ☐ Yourself ☐ Wife

   Enter number of blocks checked → 2
2. List names of your children who qualify as dependents; give address if different from yours. ..... Enter number of children listed →
3. Enter number of exemptions claimed for other persons listed at top of page 2 .....
4. Enter the total number of exemptions claimed on lines 1, 2, and 3 2

Income

5. Enter all wages, salaries, bonuses, commissions, and other compensation received in 1956, before payroll deductions. Outside salesmen and persons claiming traveling, transportation, or reimbursed expenses, see instructions, page 6.

Employer's Name	Where Employed (City and State)	Wages, etc.	Income Tax Withheld
		$	$
	Enter totals here →	$	$

6. Less: Excludable "Sick Pay" in line 5 (See instructions, page 6. Attach required explanation) .....
7. Balance (line 5 less line 6) ..... $
8. Profit (or loss) from business from separate Schedule C .....
9. Profit (or loss) from farming from separate Schedule F .....
10. Other income (or loss) from page 3 ..... 3,179 29
11. ADJUSTED GROSS INCOME (sum of lines 7, 8, 9, and 10) ..... $ 3,179 29

Special computation

Unmarried or legally separated persons qualifying as "Head of Household," see instructions, page 7, and check here ☐

Widows and widowers who are entitled to the special tax computation, see instructions, page 7, and check here ☐

If income on line 11 is under $5,000, and you do not itemize deductions, use Tax Table on page 16 of instructions. If income is $5,000 or more, or if you itemize deductions, compute your tax on page 2.

Tax due or refund

12. Enter tax from the Tax Table, or from line 9, page 2. Please check if you use Tax Table ☐ ..... $ 18 66

If income was all from wages, omit lines 13 through 16 →

13. (a) Dividends received credit from line 5 of Schedule J ..... $
    (b) Retirement income credit from line 12 of Schedule K .....
14. Balance (line 12 less line 13) ..... $ 18 66
15. Enter your self-employment tax from separate Schedule C or F .....
16. Sum of lines 14 and 15 ..... $ 18 66
17. (a) Tax withheld (line 5 above). Attach Forms W-2 (Copy B) ..... $
    (b) Payments and credits on 1956 Declaration of Estimated Tax (See page 4, instructions) ● 1,500 00 $ 1,500 00
    District Director's office where paid
18. If your tax (line 12 or 16) is larger than your payments (line 17), enter the balance here → $
    Pay in full with this return; if less than $1.00, do not remit.
19. If your payments (line 17) are larger than your tax (line 12 or 16), enter the overpayment here → $ 1,481 34
    If less than $1.00, it will be refunded only upon application. See instructions, page 8.

Enter amount of line 19 to be: Credited on 1957 estimated tax $ 1,481.34 ; Refunded $.....

Did you pay or agree to pay anyone for assistance in the preparation of your return? ☐ Yes ☐ No If "Yes," enter his name: John Vassie, P. A.

Is your wife (husband) making a separate return for 1956? ☐ Yes ☑ No If "Yes," enter her (his) name.

Do you owe any Federal tax for years before 1956? ☐ Yes ☑ No

Taxpayer sign here

I declare under the penalties of perjury that this return (including any accompanying schedules and statements) has been examined by me and to the best of my knowledge and belief is a true, correct, and complete return.

X (Your signature) 7/23/57 (Date) X (If this is a joint return, wife's signature) 7/23/57 (Date)

→ To avoid split-income benefits, husband and wife must include all their income and, even though only one has income, BOTH MUST SIGN.

Preparer (other than taxpayer) sign here

I declare under the penalties of perjury that I prepared this return for the person(s) named herein and that this return (including any accompanying schedules and statements) is, to the best of my knowledge and belief, a true, correct, and complete return based on all the information relating to the matters required to be reported in this return of which I have any knowledge.

(Individual or Firm Signature) 809 Jackson Tower, Portland 5, Ore. (Address) 7/10/57 (Date)

● ATTACH COPY B OF FORMS W-2 HERE ●

Exh 1085, p. 1

Defendant's Exhibit No. 1085, page 7

CLIENT'S COPY

C. A. and Elizabeth Perkins

dba C. A. Perkins Co.

1956

Income:-		
Rentals	33,314.04	
Interest	1,949.42	35,263.46
Expenses:-		
Rent	142.50	
Interest	5,820.52	
Taxes	7,054.04	
Collections	10.50	
Office	480.00	
Insurance	985.93	
Heat & Light	920.51	
Telephone & Telegraph	76.91	
Legal	629.41	
Building Maintenance	11,310.42	
Miscellaneous	251.40	
Travel	856.82	
Boat Maintenance 75% of Actual	1,325.94	
Depreciation (Schedule Attached)	12,577.09	42,441.99
Operating Loss		(7,178.53)

Exh 1085, p. 7

Defendant's Exhibit No. 1086, page 1

Form **1040** U.S. Treasury Department Internal Revenue Service

U. S. INDIVIDUAL INCOME TAX RETURN—1957

or Other Taxable Year Beginning ..... 1957 Ending ..... 19..

(PLEASE TYPE OR PRINT)

1086

Name: Wm. A. and Elizabeth Perkins (If this is a joint return of husband and wife, use first names of both)

Home address: P. O. Box 59 (Number and street or rural route)

Vancouver, Washington (City, town, or post office) (Postal zone number) (State)

Your Social Security Number: 532 34 1967 | Occupation: Rentals | Wife's Social Security Number | Occupation

4/12/3

If Income Was All From Salaries and Wages, Use Pages 1 and 2 Only. See Page 3 of the Instructions.

Exemptions

1. Check blocks which apply. Check for wife if she had no income or her income is included in this return.
   - (a) Regular $600 exemption ..... ☒ Yourself ☒ Wife
   - (b) Additional $600 exemption if 65 or over at end of taxable year ..... ☐ Yourself ☐ Wife
   - (c) Additional $600 exemption if blind at end of taxable year ..... ☐ Yourself ☐ Wife

   Enter number of exemptions checked → 3
2. List first names of your children who qualify as dependents; give address if different from yours. Enter number of children listed →
3. Enter number of exemptions claimed for other persons listed at top of page 2 .....
4. Enter the total number of exemptions claimed on lines 1, 2, and 3 3

Income

5. Enter all wages, salaries, bonuses, commissions; tips, and other compensation received in 1957, before payroll deductions.

Employer's Name	Where Employed (City and State)	(a) Wages, etc.	(b) Income Tax Withheld
		$	$
	Enter totals here →	$	$

6. Less: (a) Travel, reimbursed expenses, etc. (See instructions, page 6. Attach required statements.) $
   (b) Excludable "Sick Pay" in line 5
7. Balance (line 5 less line 6) ..... $
8. Profit (or loss) from business from separate Schedule C ..... ♦
9. Profit (or loss) from farming from separate Schedule F ..... ♦
10. Other income (or loss) from page 3 (dividends, interest, rents, pensions, etc.) 22,073 38
11. ADJUSTED GROSS INCOME (sum of lines 7, 8, 9, and 10) ..... ♦ $ 22,073 38

If social security tax (FICA) withheld from your wages exceeded $94.50, see instructions, page 5.

Unmarried or legally separated persons qualifying as "Head of Household," see instructions, page 7, and check here ☐

Widows and widowers who are entitled to the special tax computation, see instructions, page 7, and check here ☐

Tax due or refund

12. Tax on income on line 11. (If line 11 is under $5,000, and you do not itemize deductions, use Tax Table on page 16 of instructions to find your tax and check here ☐. If line 11 is $5,000 or more, or if you itemize deductions, compute your tax on page 2 and enter here the amount from line 9, page 2) $ 4,522 27

If income was all from wages, omit lines 13 through 16

13. (a) Dividends received credit from line 5 of Schedule J ..... $
    (b) Retirement income credit from line 12 of Schedule K .....
14. Balance (line 12 less line 13) ..... $ 4,522 27
15. Enter your self-employment tax from separate Schedule C or F .....
16. Sum of lines 14 and 15 ..... $ 4,522 27
17. (a) Tax withheld (line 5 above). Attach Forms W-2 (Copy B) ..... $
    (b) Payments and credits on 1957 Declaration of Estimated Tax (See page 8, instructions) ♦ 3,481 34 $ 3,481 34
    District Director's office where paid .....
18. If your tax (line 12 or 16) is larger than your payments (line 17), enter the balance due here → $ 1,040 93
    Pay in full with this return to "Internal Revenue Service." If less than $1.00, file return without payment.
19. If your payments (line 17) are larger than your tax (line 12 or 16), enter the overpayment here → $ 15 61
    If less than $1.00, the overpayment will be refunded only upon application. See instructions, page 8.
20. Amount of line 19 to be: (a) Credited on 1958 estimated tax $ ..... / (b) Refunded $ ..... Total 1,056 54

Int. to 7/15

County in which you live: Clark

Is your wife (husband) making a separate return for 1957? ☐ Yes ☐ No If "Yes," enter her (his) name.

Do you owe any Federal tax for years before 1957? ☐ Yes ☐ No

TAXPAYER—I declare under the penalties of perjury that this return (including any accompanying schedules and statements) has been examined by me and to the best of my knowledge and belief is a true, correct, and complete return.

Sign here: X ..... 7/11/58 (Your signature) (Date) X ..... 7/11/58 (If this is a joint return, wife's signature) (Date)

→ To assure split-income benefits, husband and wife must include all their income and, even though only one has income, BOTH MUST SIGN.

PREPARER (other than taxpayer)—I declare under the penalties of perjury that I prepared this return for the person(s) named herein and that this return (including any accompanying schedules and statements) is, to the best of my knowledge and belief, a true, correct, and complete return based on all the information relating to the matters required to be reported in this return of which I have any knowledge.

Sign here: ..... (Individual or Firm Signature) 809 Jackson Tower, Portland 5, Ore. (Address) 7/10/58 (Date)

Exh. 1086 p. 1

Defendant's Exhibit No. 1086, page 8

C. A. and Elizabeth Perkins

dba C. A. Perkins Company 1957

Income:

Rentals	$47,726.08	
Interest	3,343.50	51,069.58

Expenses:

Rent	120.00	
Interest	1,978.20	
Taxes	5,676.76	
Collections	6.00	
Office	480.00	
Insurance	3,412.13	
Heat, Light, Water	2,210.27	
Legal	373.37	
Building Maintenance	9,824.67	
Miscellaneous	203.69	
Boat Maintenance, 75% of actual	1,464.14	
Depreciation (Schedule Attached)	11,548.86	37,298.09
Operating Gain		13,771.49

Exh 1086, p. 8

Defendant's Exhibit No. 1087, page 1

1087
Admitted
8/6/63
R. 4 12/3

Form **1040**
U. S. Treasury Department
Internal Revenue Service

U. S. INDIVIDUAL INCOME TAX RETURN—1958

or Other Taxable Year Beginning ..... 1958, Ending ..... 19..
(PLEASE TYPE OR PRINT)

Name: C. A. and Elizabeth Perkins
(If this is a joint return of husband and wife, use first names and middle initials of both)

Home address: 213 East Reserve
(Number and street or rural route)

Vancouver — (City, town or post office) — (Postal zone no. when) — Washington (State)

Your Social Security Number	Occupation	Wife's Social Security Number	Occupation
532 34 2967			

If Income Was All From Salaries and Wages, Use Pages 1 and 2 Only. See Page 3 of the instructions.

Exemptions

1. Check blocks which apply. Check for wife if she had no income or her income is included in this return.
   (a) Regular $600 exemption ☒ Yourself ☒ Wife
   (b) Additional $600 exemption if 65 or over at end of taxable year ☒ Yourself ☐ Wife
   (c) Additional $600 exemption if blind at end of taxable year ☐ Yourself ☐ Wife
   Enter number of exemptions checked → 3
2. List first names of your children who qualify as dependents; give address if different from yours. Enter number of children listed →
3. Enter number of exemptions claimed for other persons listed at top of page 2 .....
4. Enter the total number of exemptions claimed on lines 1, 2, and 3 3

Income

5. Enter all wages, salaries, bonuses, commissions, tips, and other compensation before payroll deductions (including any excess of expense account or similar allowance paid by your employer over your ordinary and necessary business expenses. See instructions, pp. 3-4.)

Employer's Name	Where Employed (City and State)	(a) Wages, etc.	(b) Income Tax Withheld
		$	$
	Enter totals here →	$	$

6. Less: Excludable "Sick Pay" in line 5 (See instructions, page 7. Attach required statement.) ..... $
7. Balance (line 5 less line 6) ..... $
8. Profit (or loss) from business from separate Schedule C .....
9. Profit (or loss) from farming from separate Schedule F .....
10. Other income (or loss) from page 3 (dividends, interest, rents, pensions, etc.) 35,269 06
11. ADJUSTED GROSS INCOME (sum of lines 7, 8, 9, and 10) ..... $ 35,269 06

If either you or your wife had more than one employer and the social security tax (FICA) withheld from wages exceeded $94.50, see instructions, page 5.

Unmarried or legally separated persons qualifying as "Head of Household," see instructions, page 7, and check here ☐

Widows and widowers with dependent child who are entitled to the special tax computation, see instructions, page 8, and check here ☐

Tax due or refund

12. Tax on income on line 11. (If line 11 is under $5,000, and you do not itemize deductions, use Tax Table on page 16 of instructions to find your tax and check here ☐. If line 11 is $5,000 or more, or if you itemize deductions, compute your tax on page 2 and enter here the amount from line 9, page 2) $ 10,455 16

If income was all from wages, omit lines 13 through 16

13. (a) Dividends received credit from line 5 of Schedule J ..... $
    (b) Retirement income credit from line 12 of Schedule K .....
14. Balance (line 12 less line 13) ..... $ 10,455 16
15. Enter your self-employment tax from separate Schedule C or F .....
16. Sum of lines 14 and 15 ..... $ 10,455 16
17. (a) Tax withheld (line 5 above). Attach Forms W-2, Copy B ..... $
    (b) Payments and credits on 1958 Declaration of Estimated Tax (See page 4, instructions) 4,200 00 $ 4,200 00
    District Director's office where paid .....
18. If your tax (line 12 or 16) is larger than your payments (line 17), enter the BALANCE DUE here → $ 6,255 16
    Pay in full with this return to "Internal Revenue Service." If less than $1.00, disregard this payment.
    Rec. 60 8/21
19. If your payments (line 17) are larger than your tax (line 12 or 16), enter the OVERPAYMENT here → $ 127 19
    If less than $1.00, the overpayment will be refunded only upon application.
20. Amount of line 19 to be: (a) Credited on 1959 estimated tax $ ..... ; (b) Refunded $ Total 6,382 35

Did you receive an expense allowance or reimbursement, or charge expenses to your employer? ☐ Yes ☐ No
If "Yes," did you submit an itemized accounting of expenses to your employer? ☐ Yes ☐ No (See page 6, instructions)

County in which you live: Clark

Is your wife (husband) filing a separate return for 1958? ☐ Yes ☒ No If "Yes," enter her (his) name.

Do you owe any Federal tax for years before 1958? ☐ Yes ☐ No

I declare under the penalties of perjury that this return (including any accompanying schedules and statements) has been examined by me and to the best of my knowledge and belief is a true, correct, and complete return. If the return is prepared by a person other than the taxpayer, his declaration is based on all the information relating to the matters required to be reported in the return of which he has any knowledge.

Elizabeth X — 8/21/59 — C. A. X — 8/21/59
(Taxpayer's signature and date) — If this is a joint return, BOTH HUSBAND AND WIFE MUST SIGN — (Wife's signature and date)

(Signature of preparer other than taxpayer) — 809 Jackson Tower, Portland 5, Ore. (Address) — 8/20/59 (Date)

• ATTACH COPY B OF FORMS W-2 HERE •

Exh 1087, p1

Defendant's Exhibit No. 1087, page 6

C. A. and Elizabeth Perkins

dba C. A. Perkins Co. 1958

Income:		
Rentals	$54,693.71	
Interest	3,340.34	58,034.05
Expenses:		
Rent	120.00	
Interest	2,235.66	
Taxes	6,623.34	
Office	670.97	
Collection	14.10	
Insurance	195.13	
Heat, Light	6.79	
Legal	754.20	
Building Maintenance	3,238.43	
Miscellaneous	360.07	
Boat Maintenance, 75% of Actual	3,838.78	
Travel	3,491.21	
Bad Debts	3,133.97	
Depreciation (Schedule Att.)	11,700.05	36,682.50
Operating Gain		21,351.55

Exh. 1087, p. 6

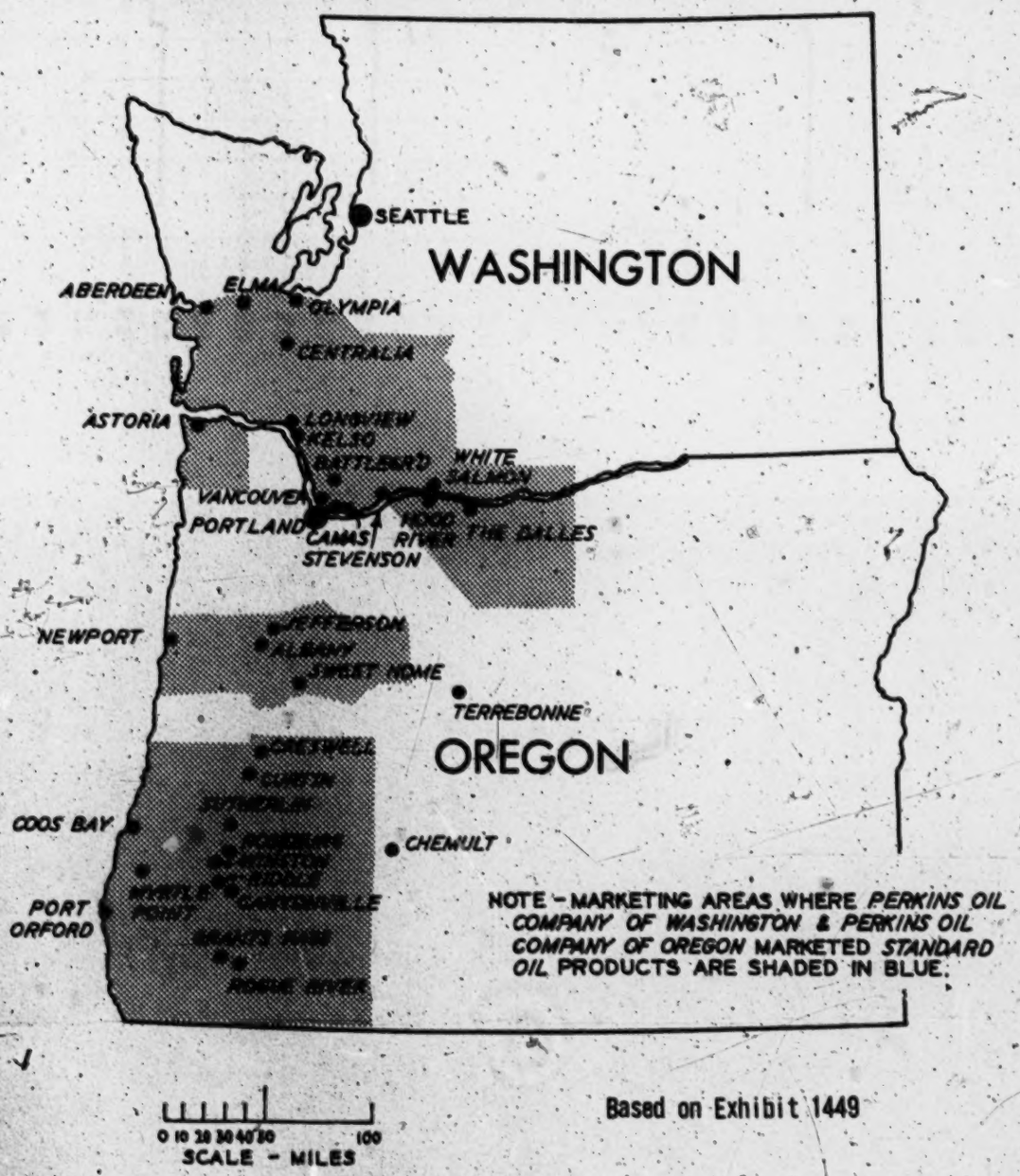
MARKETING AREA

Perkins Oil Company of Washington

Perkins Oil Company of Oregon

MARKETING AREA

Perkins Oil Company of Washington
Perkins Oil Company of Oregon



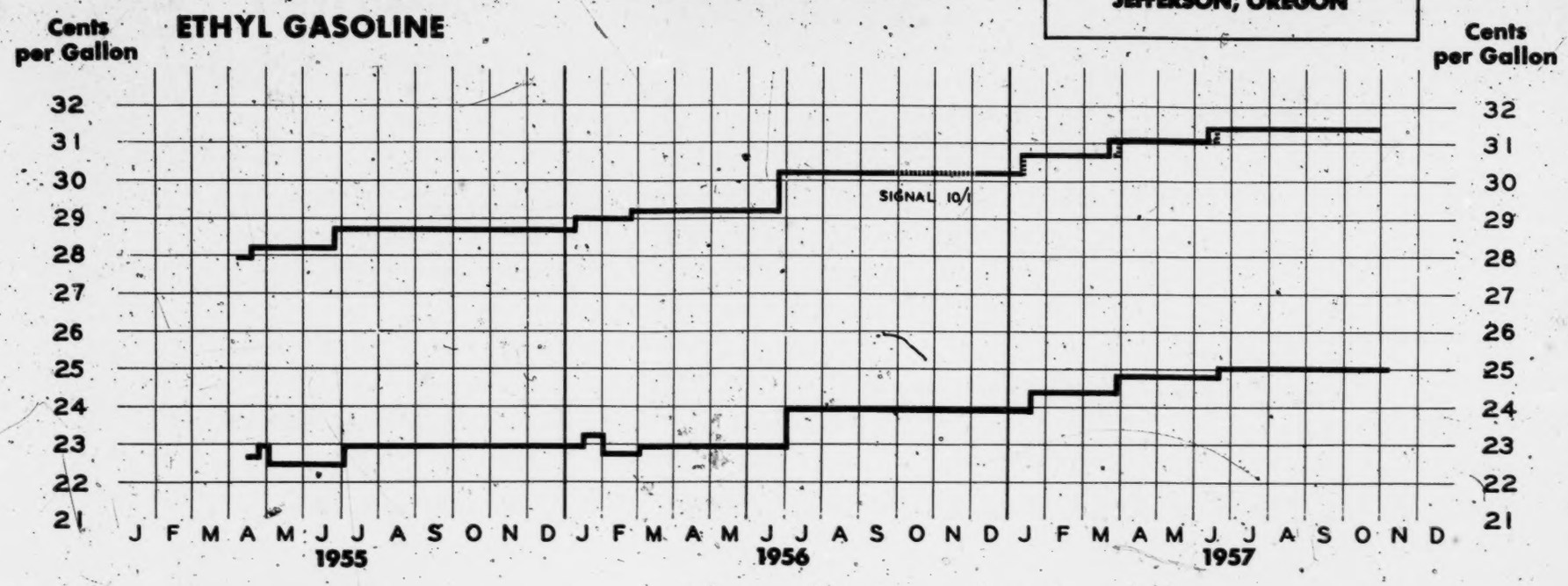
Based on Exhibit 1449

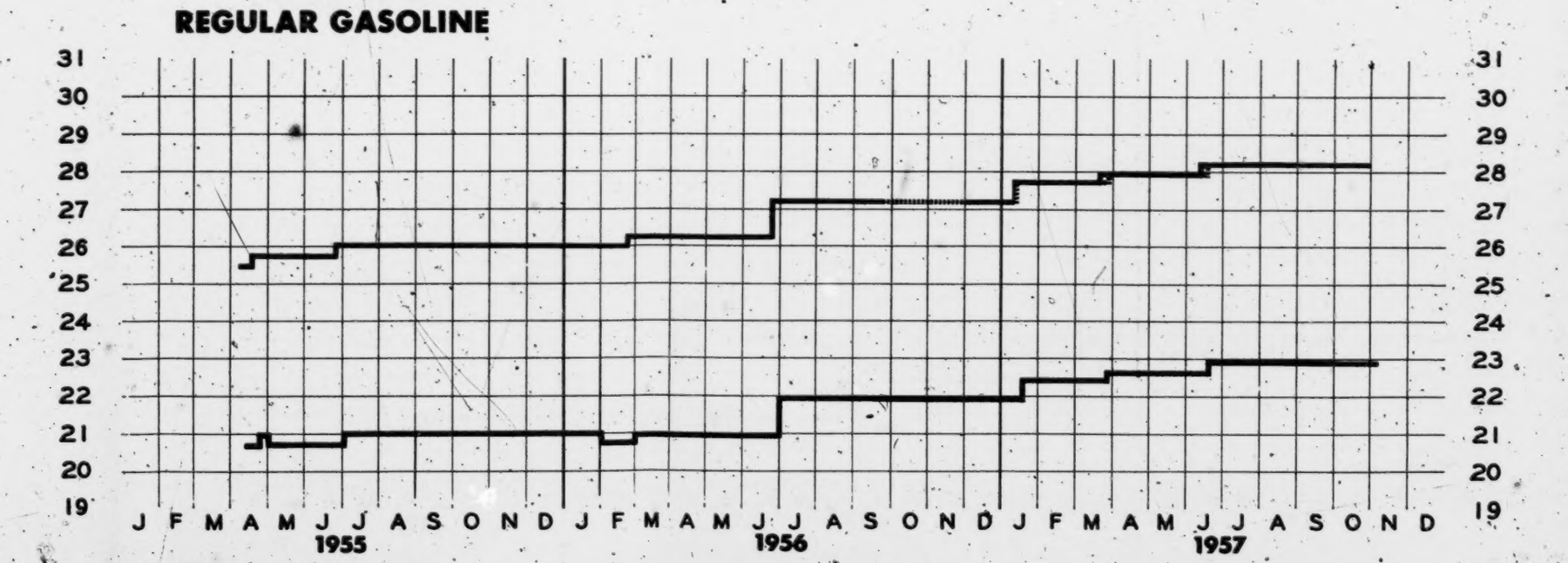
Based on Defendant's Exhibit No. 1449

Based on Exhibits 1457a. etc.

GASOLINE PRICES

JEFFERSON, OREGON





STANDARD'S prices to Chevron Dealers

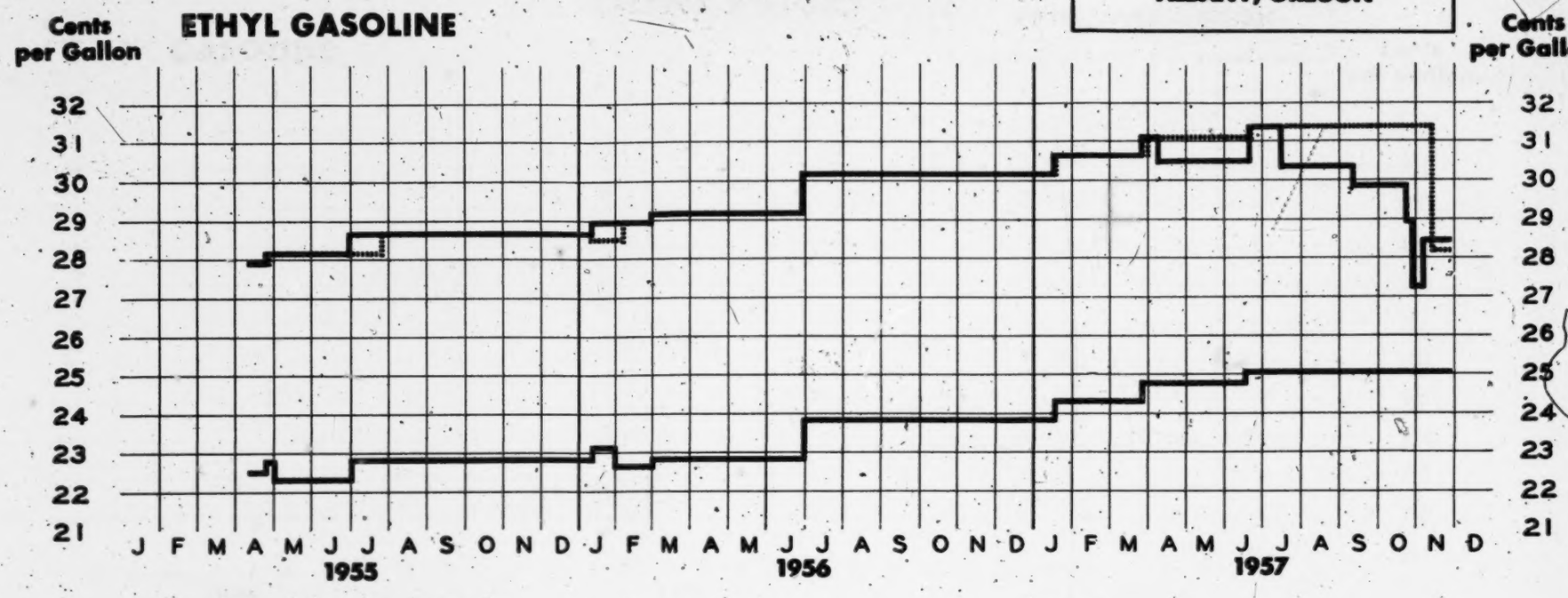
STANDARD'S prices to Signal Dealers

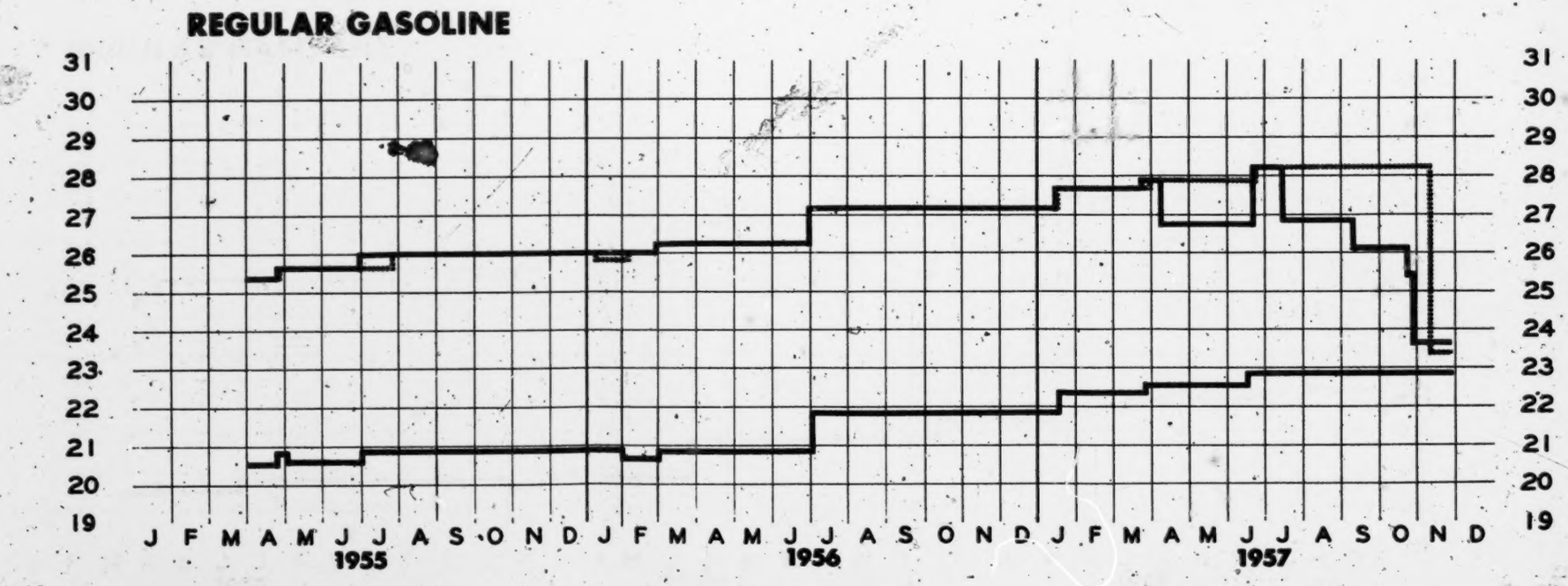
STANDARD'S prices to PERKINS -
Destination: JEFFERSON
Supply Point: WILLBRIDGE

Based on Exhibits 1457a, 1463, and 1478
Data showing price to Perkins without Freight Allowance and price to Perkins' Customers omitted.

GASOLINE PRICES

ALBANY, OREGON





STANDARD'S prices to Chevron Dealers

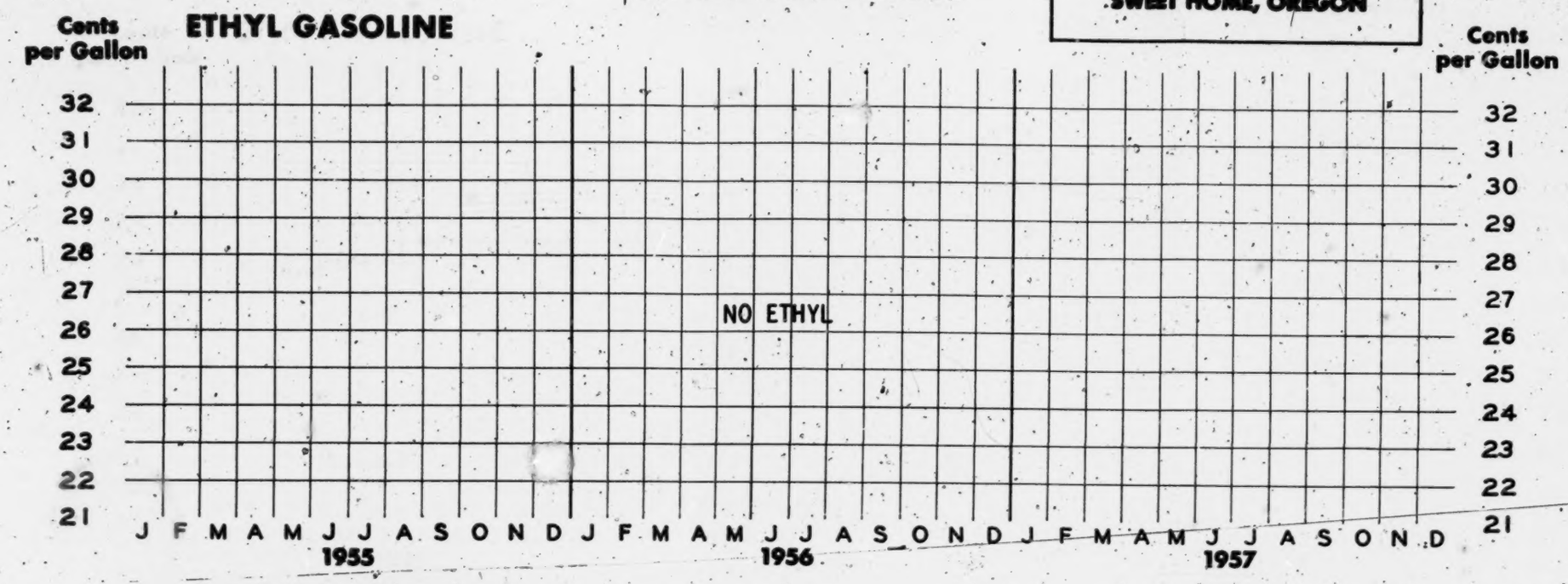
STANDARD'S prices to Signal Dealers

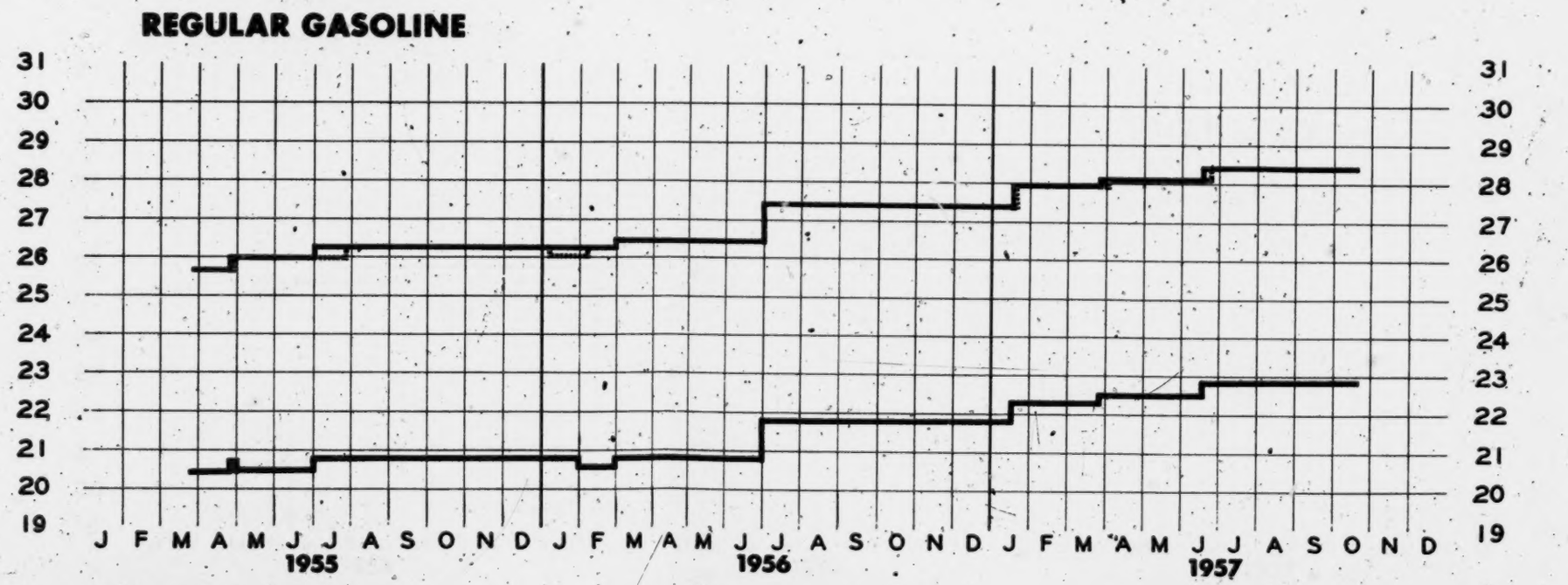
STANDARD'S prices to PERKINS -
Destination: ALBANY
Supply Point: WILLBRIDGE

Based on Exhibits 1457a, 1463, and 1479
Data showing price to Perkins without Freight Allowance and price to Perkins' Customers omitted.

GASOLINE PRICES

SWEET HOME, OREGON





STANDARD'S prices to Chevron Dealers

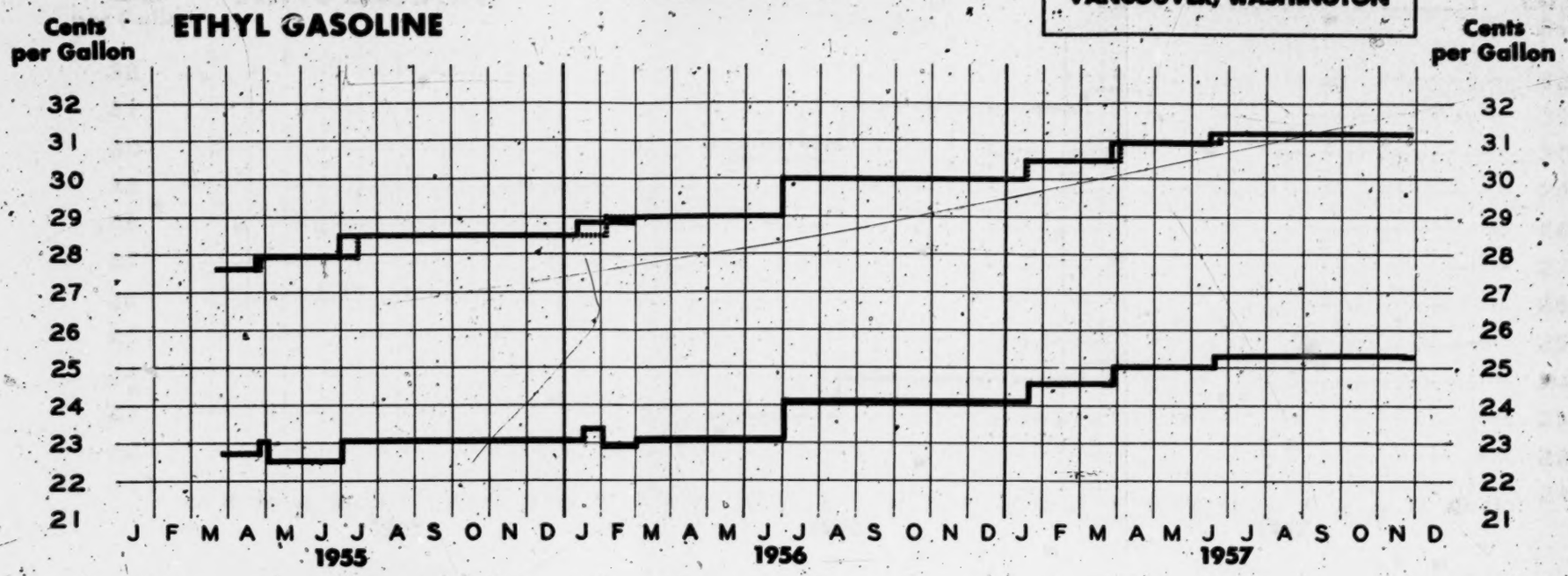
STANDARD'S prices to Signal Dealers

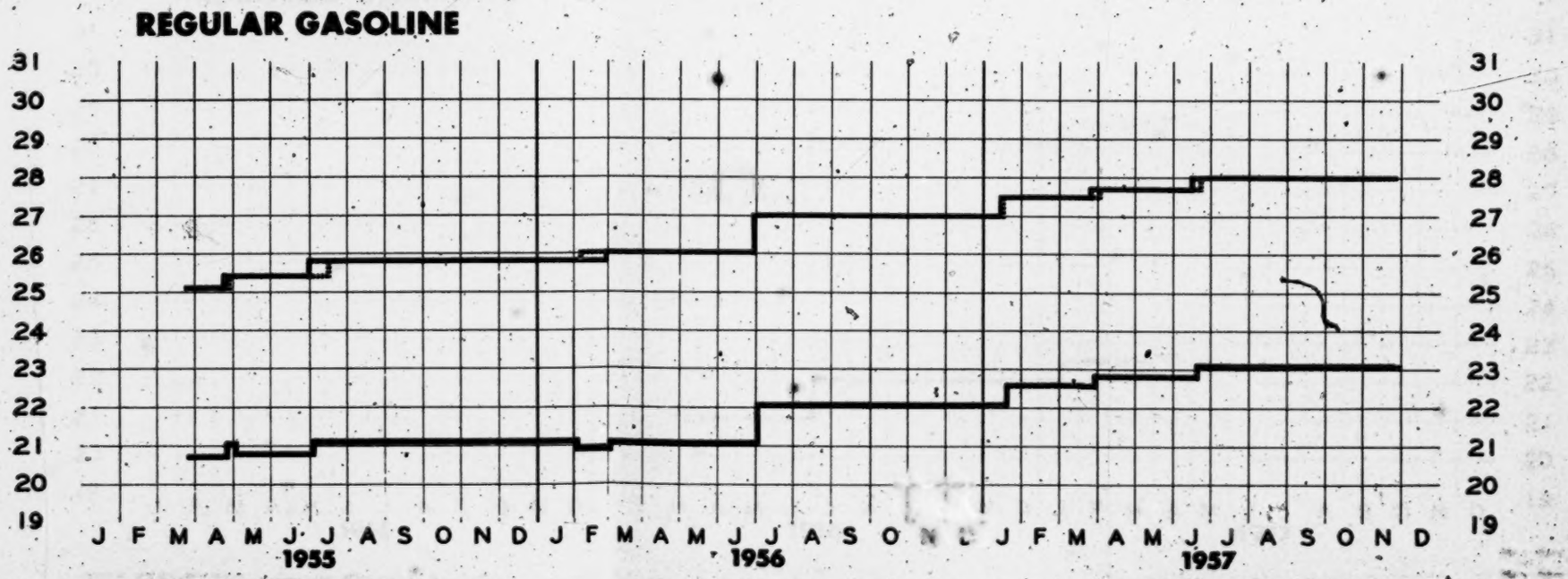
STANDARD'S prices to PERKINS -
Destination: SWEET HOME
Supply Point: WILLBRIDGE

Based on Exhibits 1457a, 1463, and 1481
Data showing price to Perkins without Freight Allowance and price to Perkins' Customers omitted.

GASOLINE PRICES

VANCOUVER, WASHINGTON





—— STANDARD'S prices to Chevron Dealers

------ STANDARD'S prices to Signal Dealers

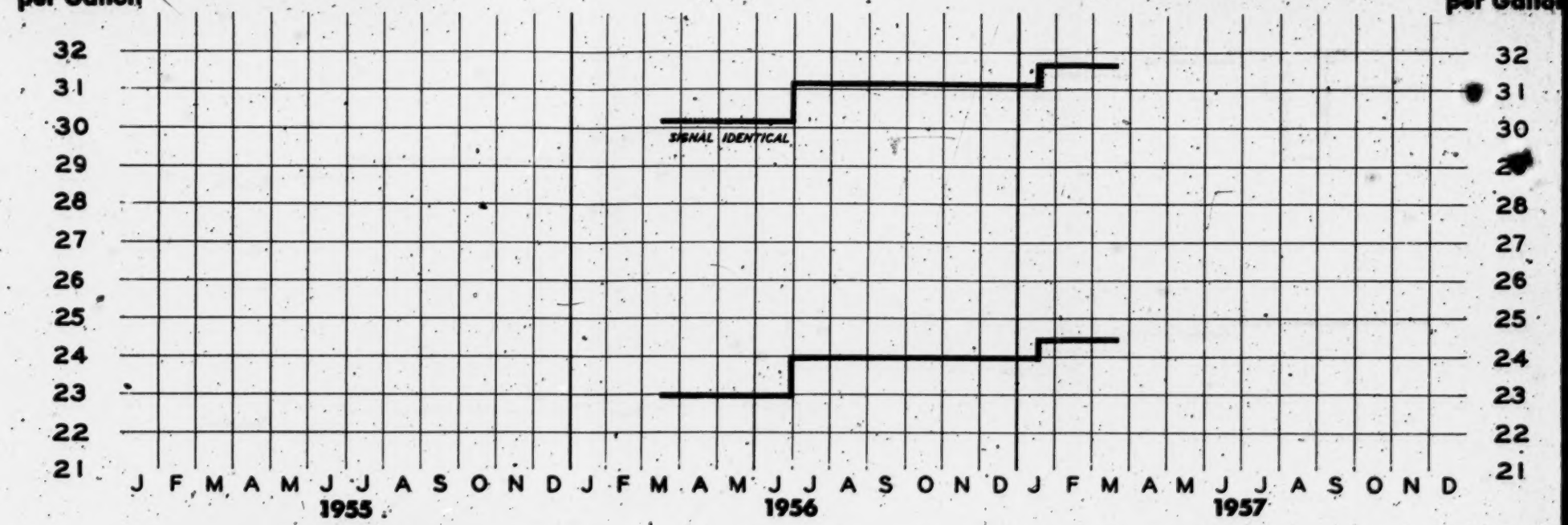
STANDARD'S prices to PERKINS -
Destination: VANCOUVER
—— Supply Point: WILLBRIDGE

Based on Exhibits 1457a, 1463, and 1467a
Data showing price to Perkins without Freight Allowance and price to Perkins' Customers omitted.

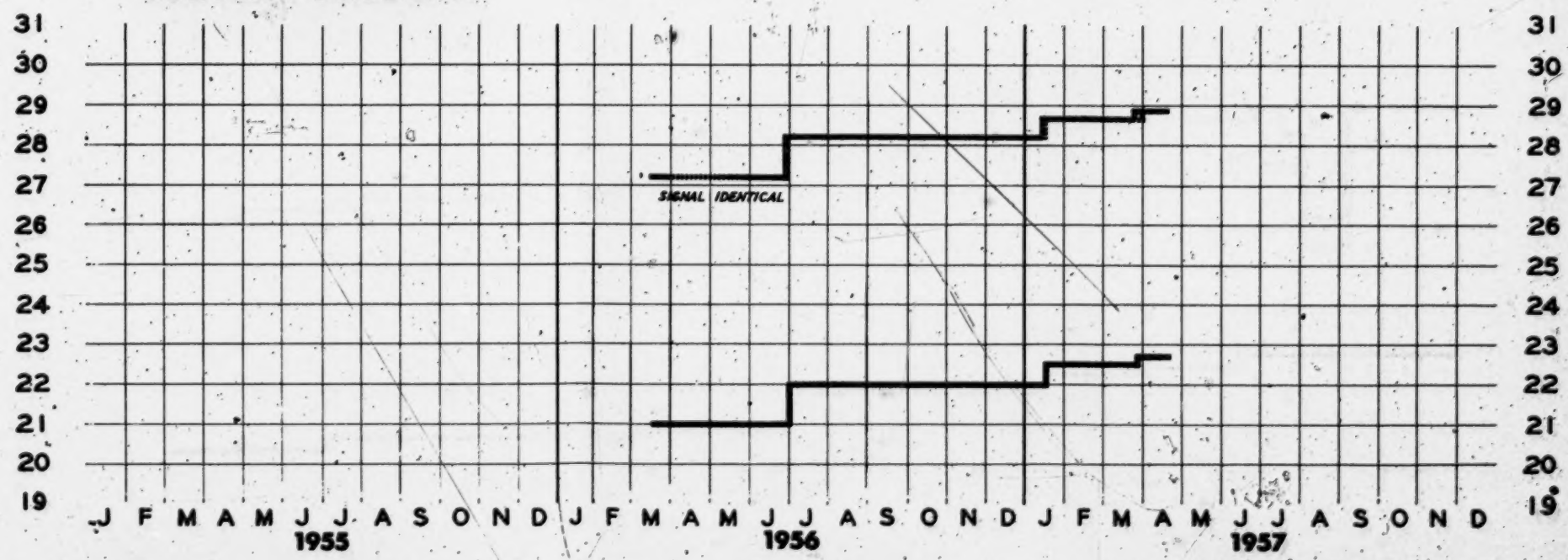
GASOLINE PRICES

SUTHERLIN, OREGON

ETHYL GASOLINE



REGULAR GASOLINE



STANDARD'S prices to Chevron Dealers

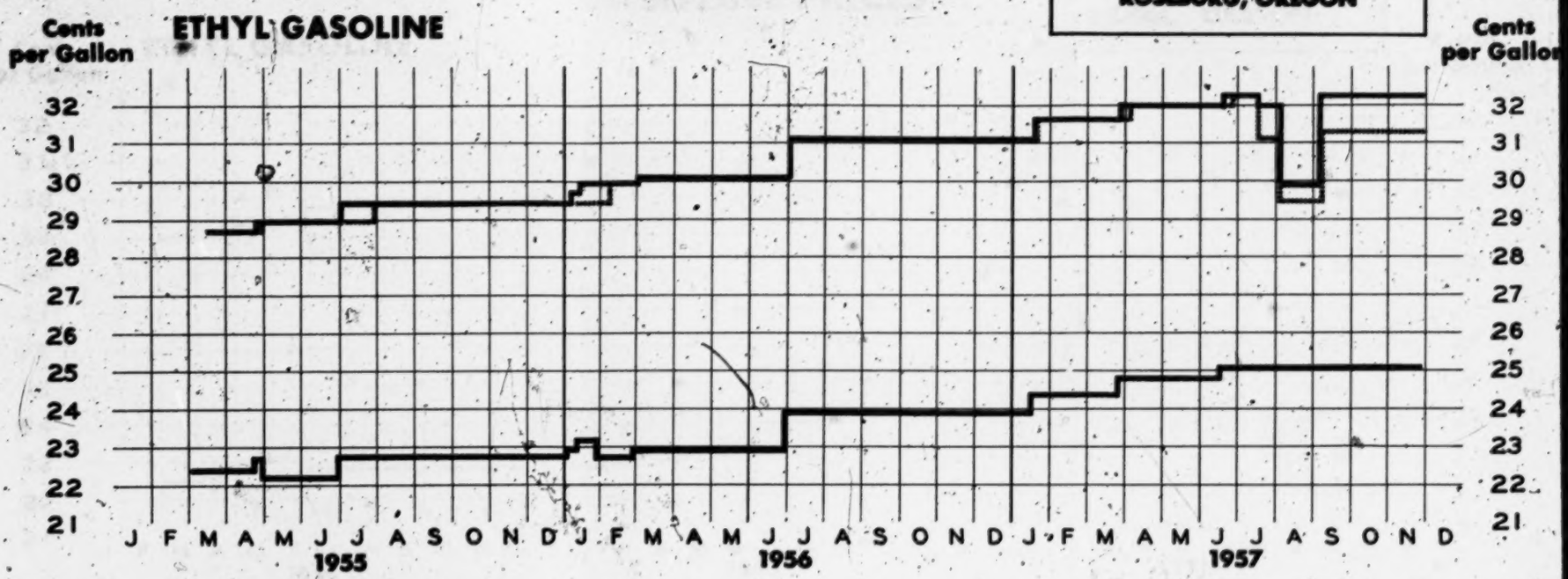
STANDARD'S prices to Signal Dealers

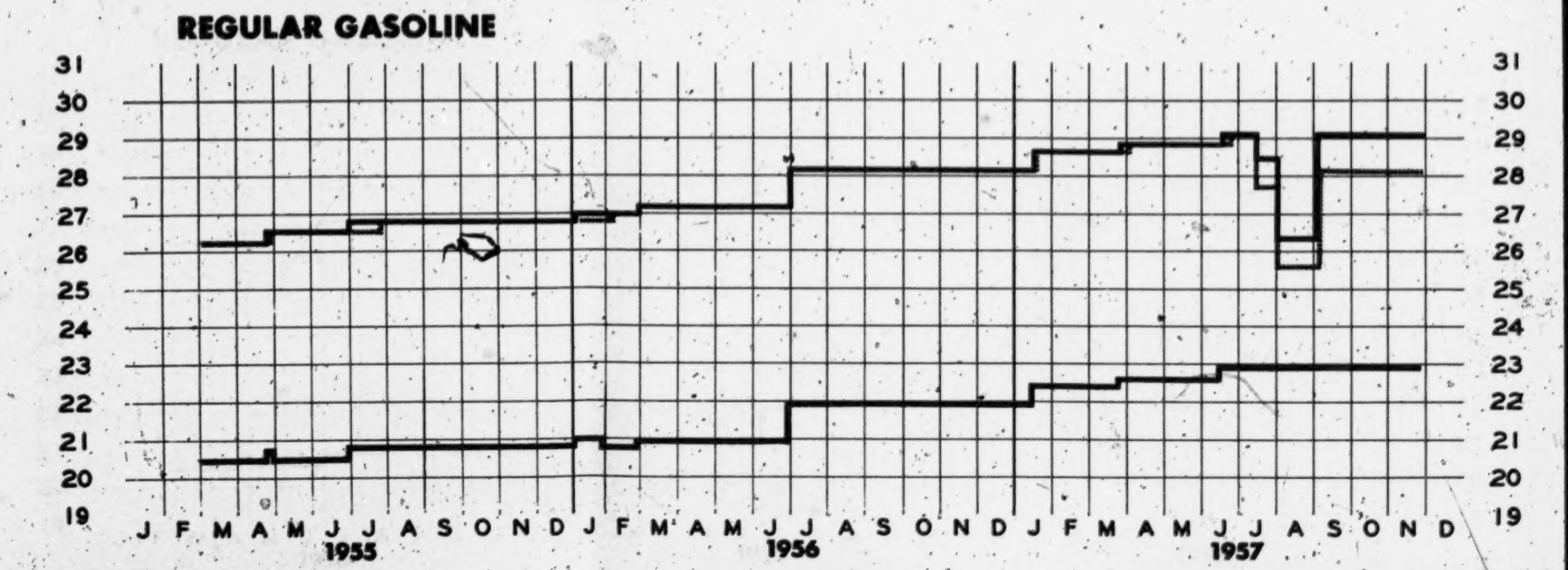
STANDARD'S prices to PERKINS -
Destination: SUTHERLIN
Supply Point: WILLBRIDGE

Based on Exhibits 1457a, 1463, and 1483
Data showing price to Perkins without Freight Allowance and price to Perkins' Customers omitted.

GASOLINE PRICES

ROSEBURG, OREGON





—— STANDARD'S prices to Chevron Dealers

—— STANDARD'S prices to Signal Dealers

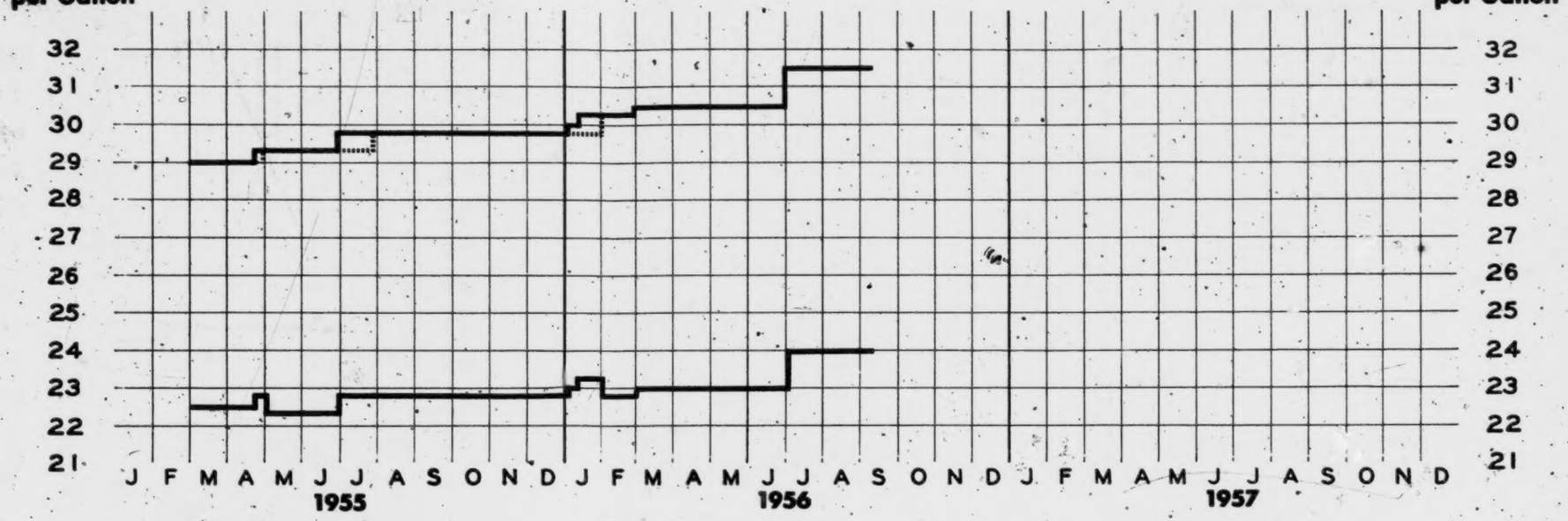
STANDARD'S prices to PERKINS -
Destination: ROSEBURG
—— Supply Point: WILLBRIDGE

Based on Exhibits 1457a, 1463, and 1485
Data showing price to Perkins without Freight Allowance and price to Perkins' Customers omitted.

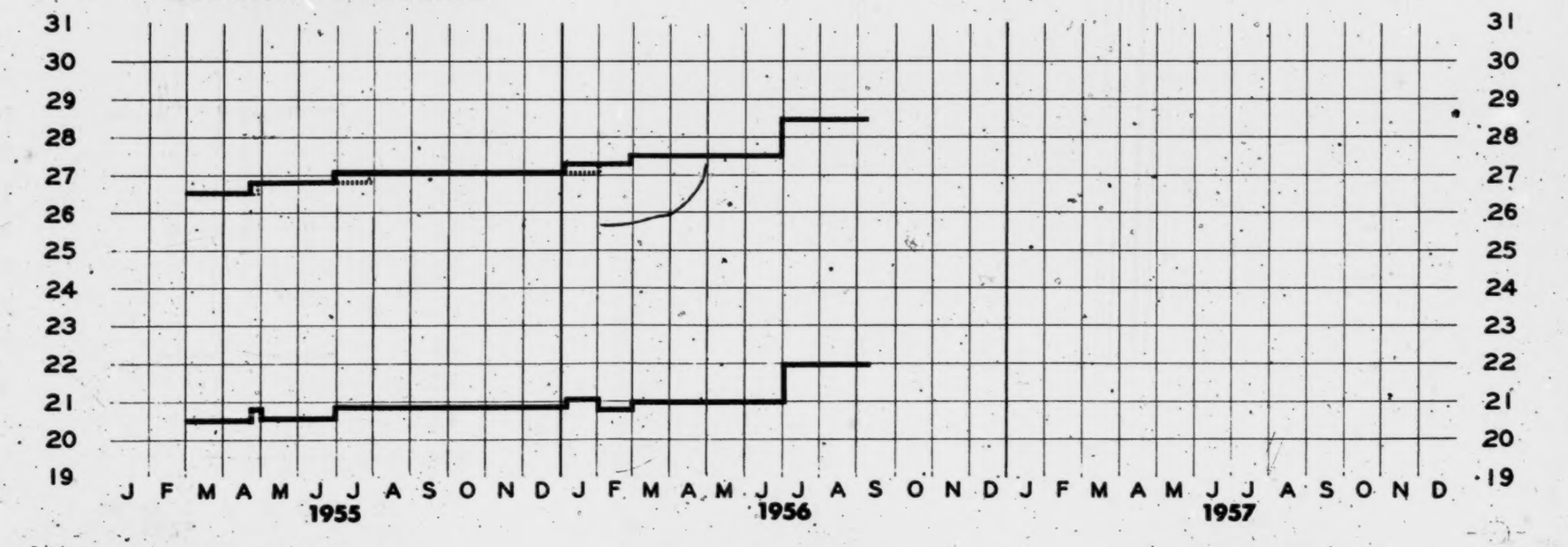
GASOLINE PRICES

RIDDLE, OREGON

ETHYL GASOLINE



REGULAR GASOLINE



—— STANDARD'S prices to Chevron Dealers

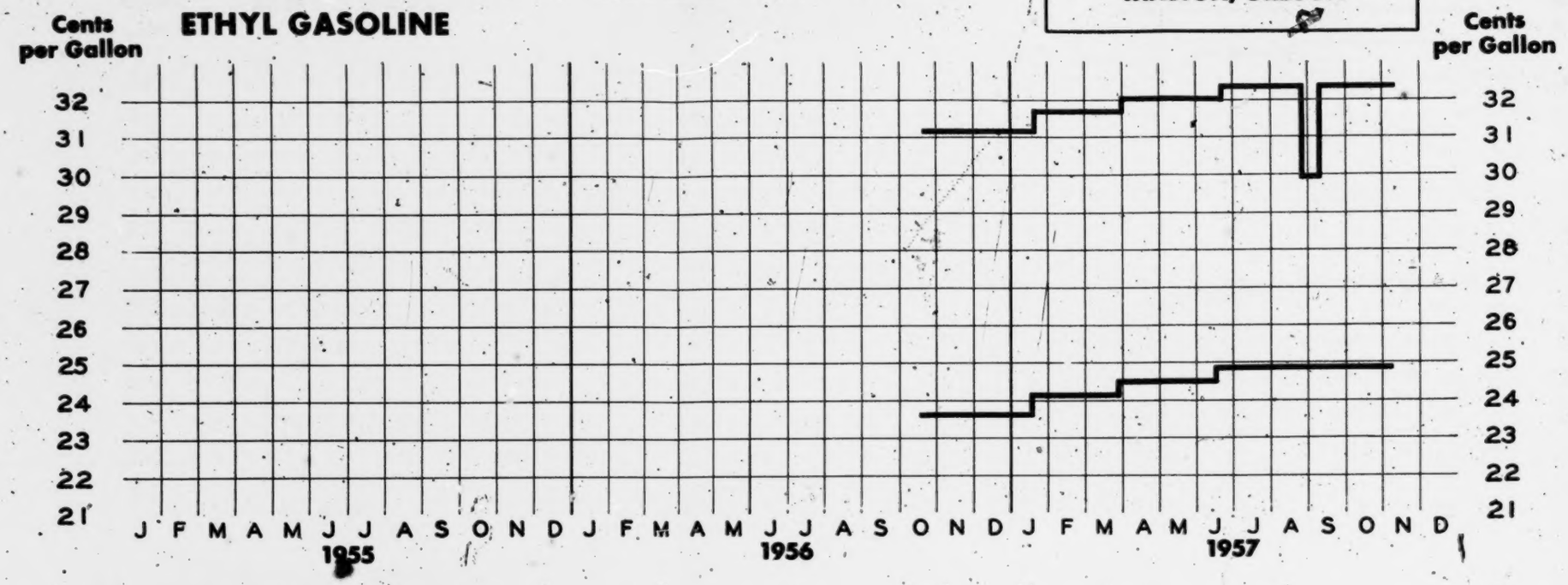
····· STANDARD'S prices to Signal Dealers

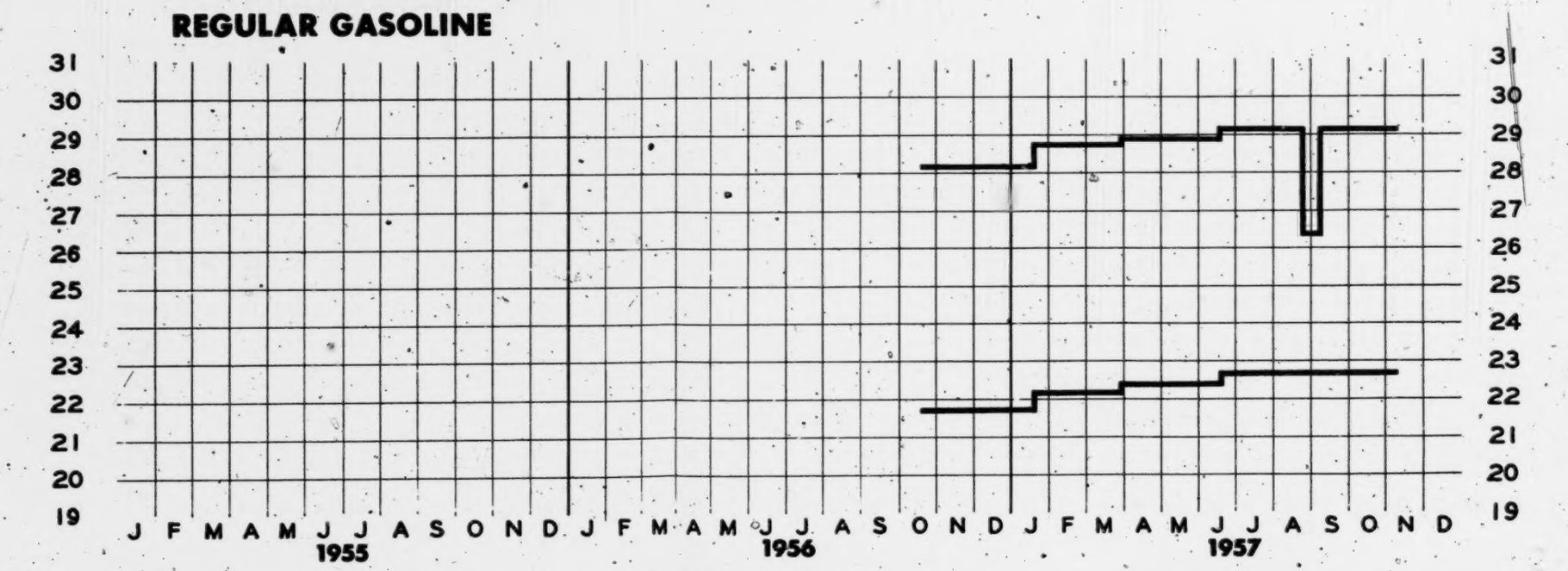
—— STANDARD'S prices to PERKINS - Supply Point: WILLBRIDGE

Based on 1457a, 1463, and 1488
Data showing price to Perkins without Freight Allowance and price to Perkins' Customers omitted.

GASOLINE PRICES

WINSTON, OREGON





—— STANDARD'S prices to Chevron Dealers

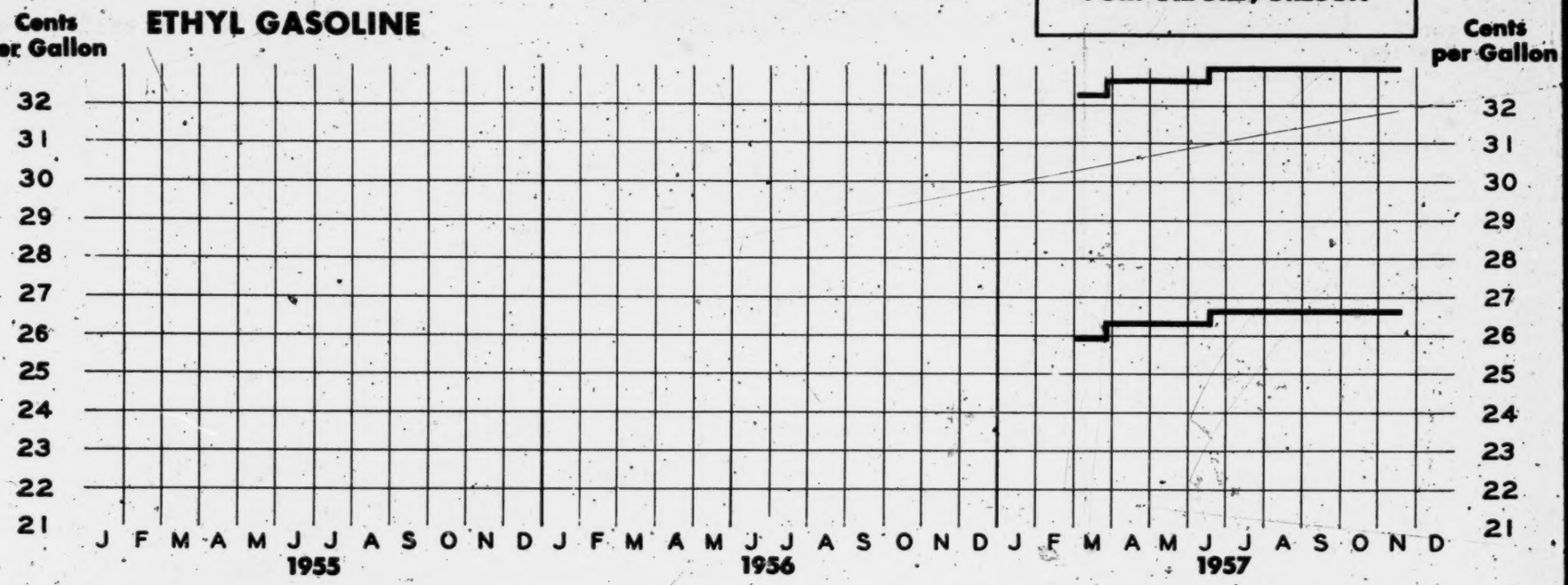
STANDARD'S prices to PERKINS -
Destination: WINSTON
—— Supply Point: WILLBRIDGE

Based on Exhibits 1457a and 1489
Data showing price to Perkins without Freight Allowance and price to Perkins' Customers omitted.

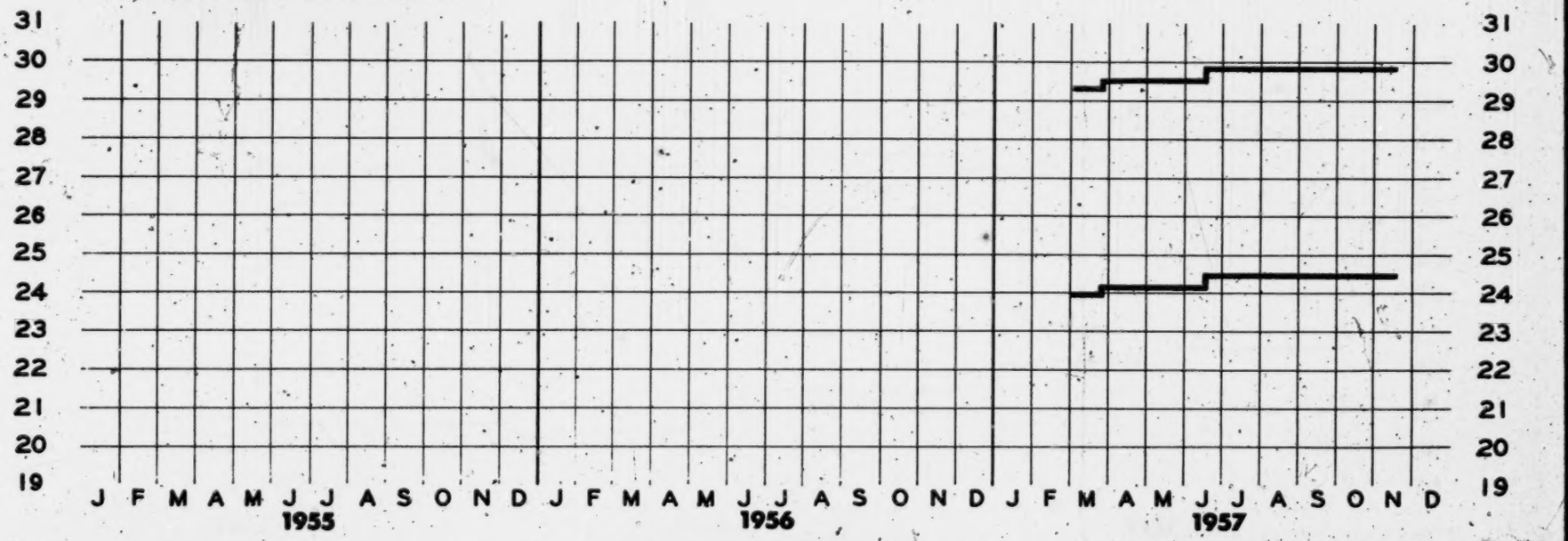
GASOLINE PRICES

PORT ORFORD, OREGON

ETHYL GASOLINE



REGULAR GASOLINE



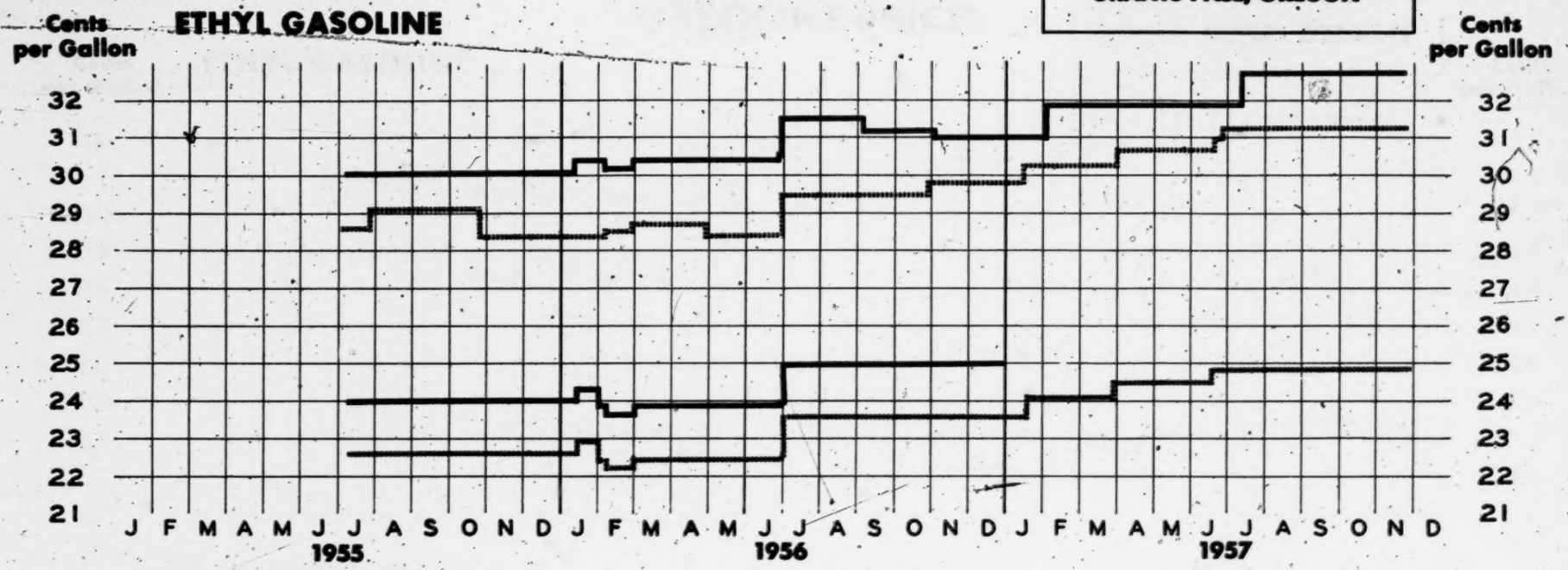
STANDARD'S prices to Chevron Dealers

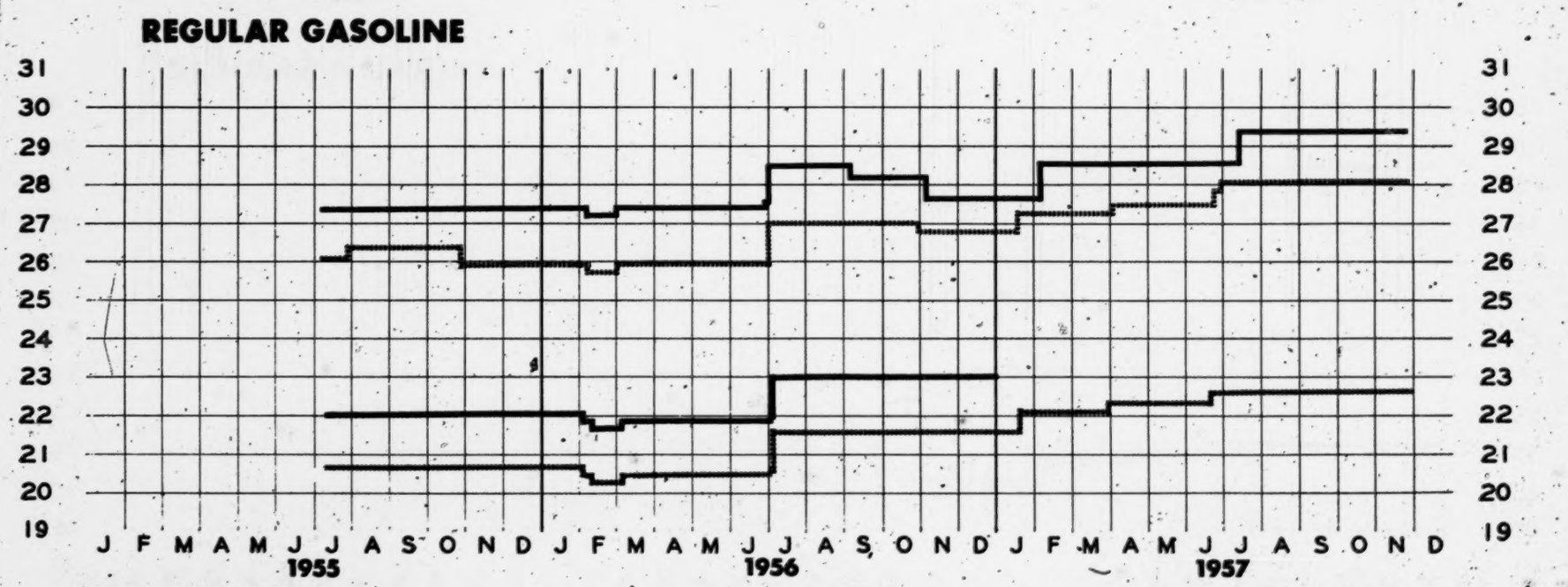
STANDARD'S prices to PERKINS -
Destination: PORT ORFORD
Supply Point: COOS BAY

Based on Exhibits 1457a and 1490
Data showing price to Perkins without Freight Allowance and price to Perkins' customers omitted.

GASOLINE PRICES

GRANTS PASS, OREGON





STANDARD'S prices to Chevron Dealers

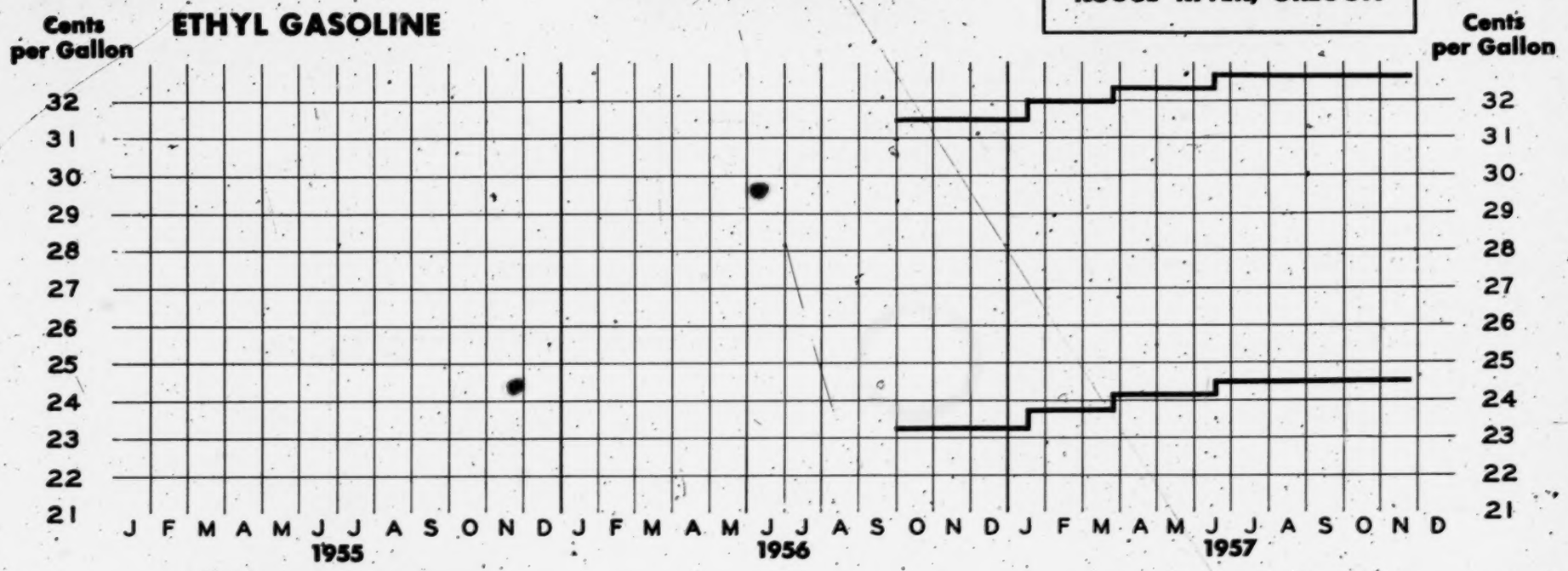
STANDARD'S prices to Signal Dealers

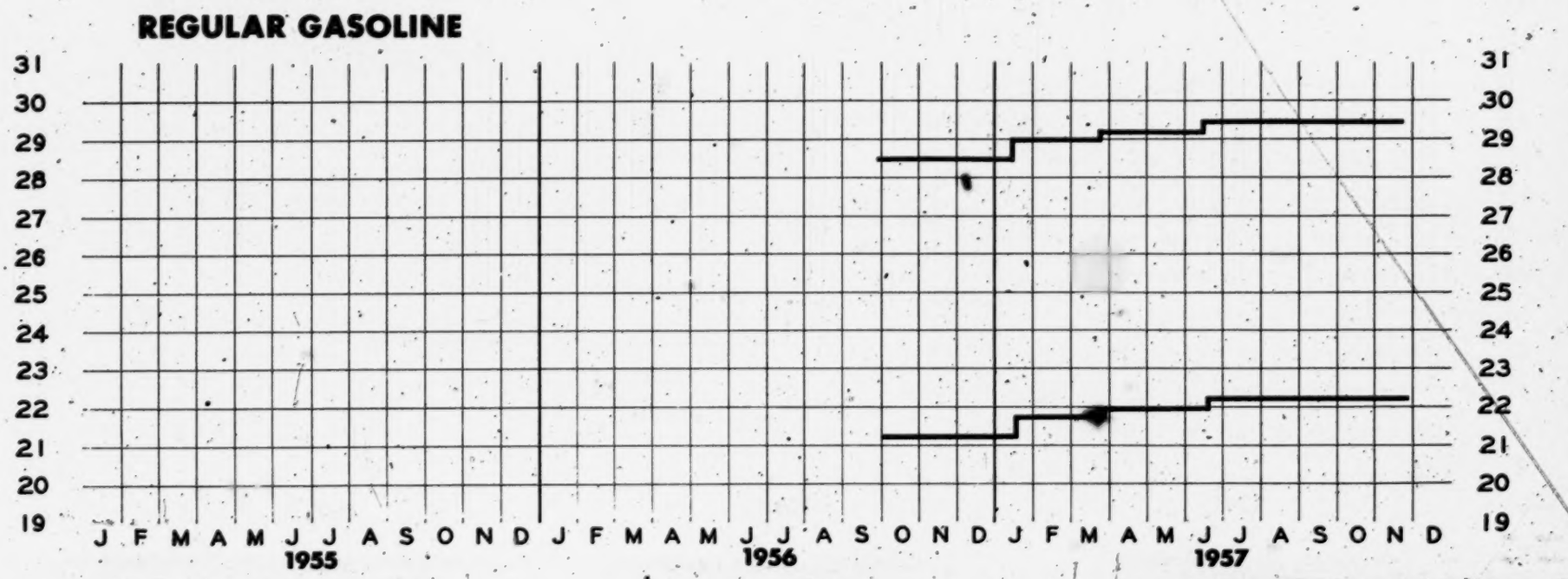
STANDARD'S prices to PERKINS -
Destination: GRANTS PASS
Supply Point: CRESCENT CITY
Supply Point: WILLBRIDGE

Based on Exhibits 1457a, 1463, and 1491
Data showing price to Perkins without Freight Allowance and price to Perkins' Customers omitted.

GASOLINE PRICES

ROGUE RIVER, OREGON





—— STANDARD'S prices to Chevron Dealers

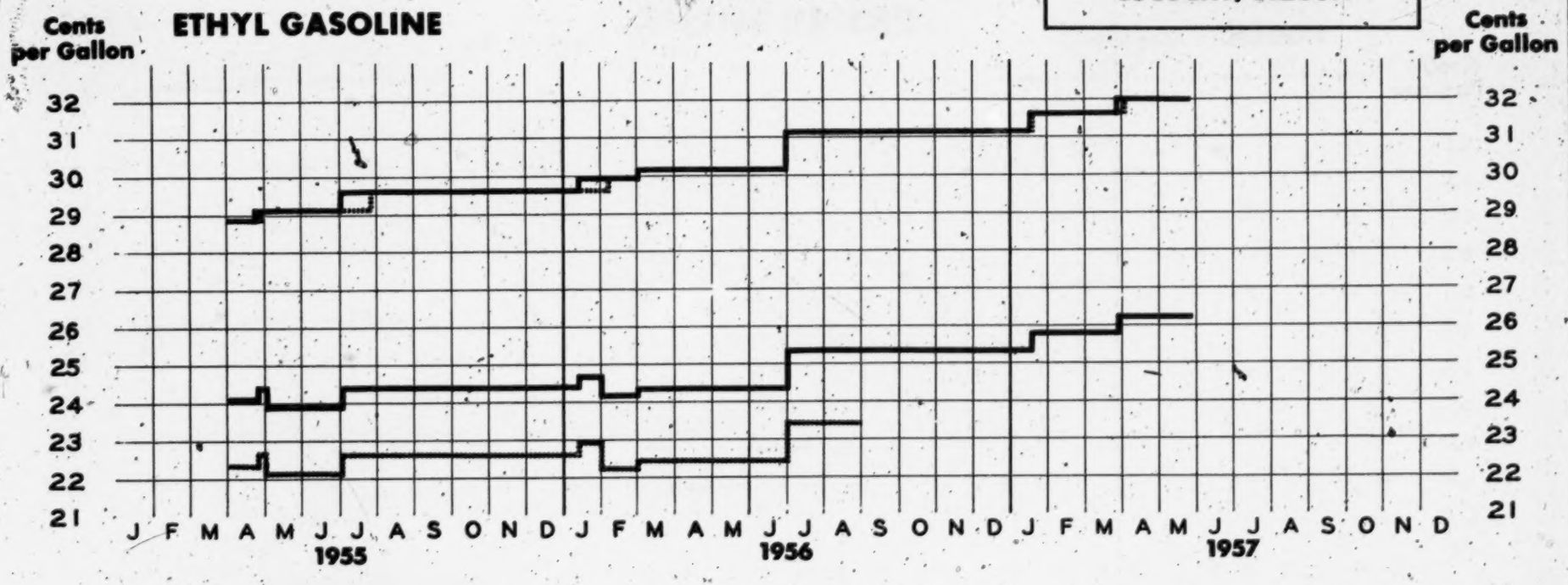
STANDARD'S prices to PERKINS -
—— Supply Point: WILLBRIDGE.

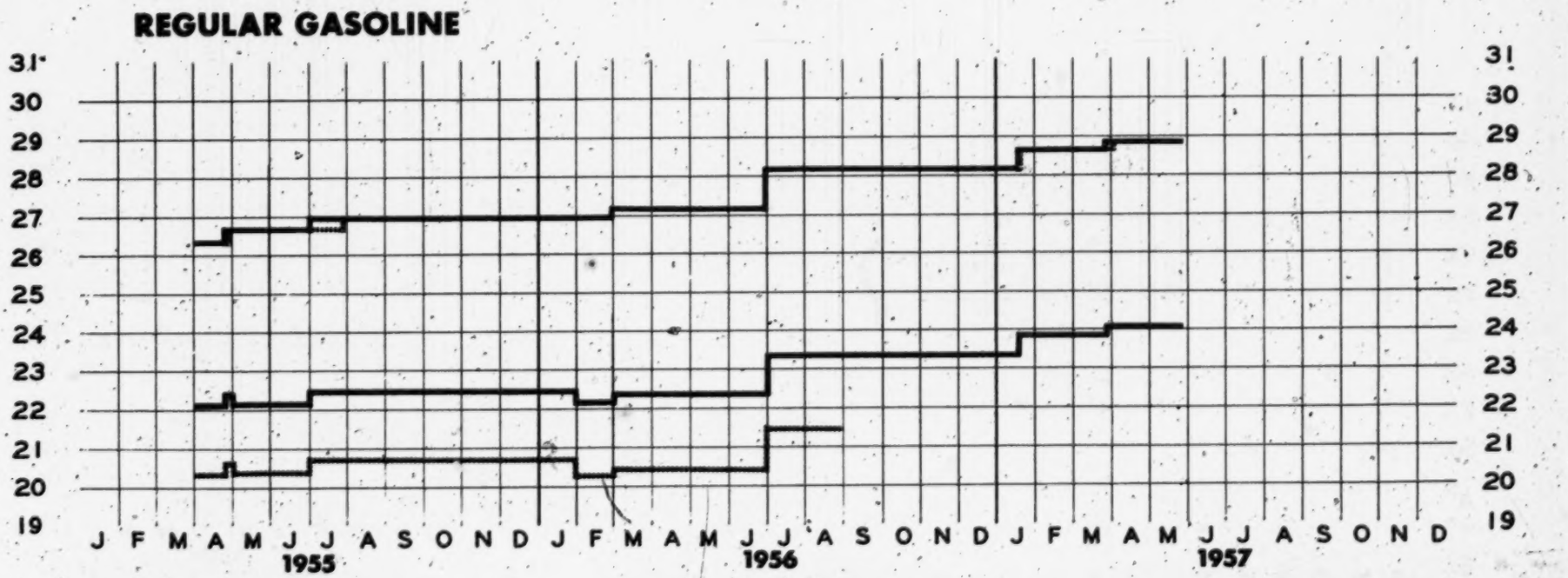
Based on Exhibits 1457a and 1493

Data showing price to Perkins without Freight Allowance and price to Perkins' Customers omitted.

GASOLINE PRICES

COOS BAY, OREGON





STANDARD'S prices to Chevron Dealers

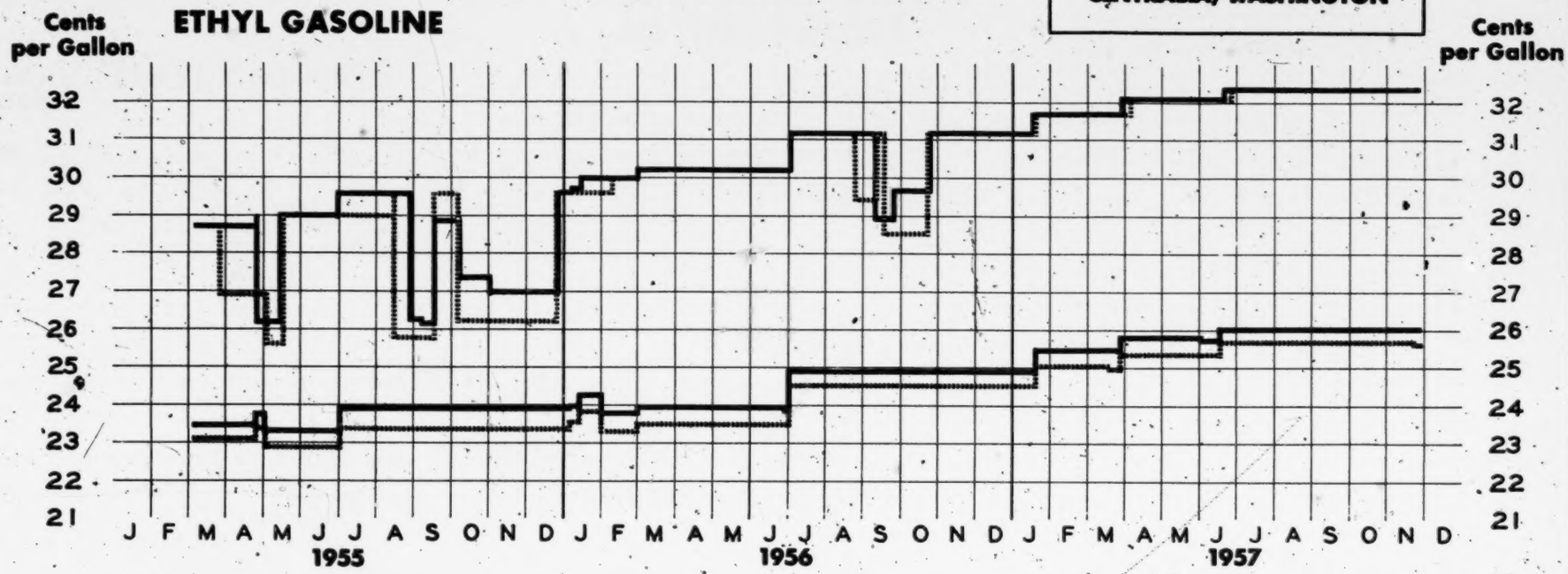
STANDARD'S prices to Signal Dealers*

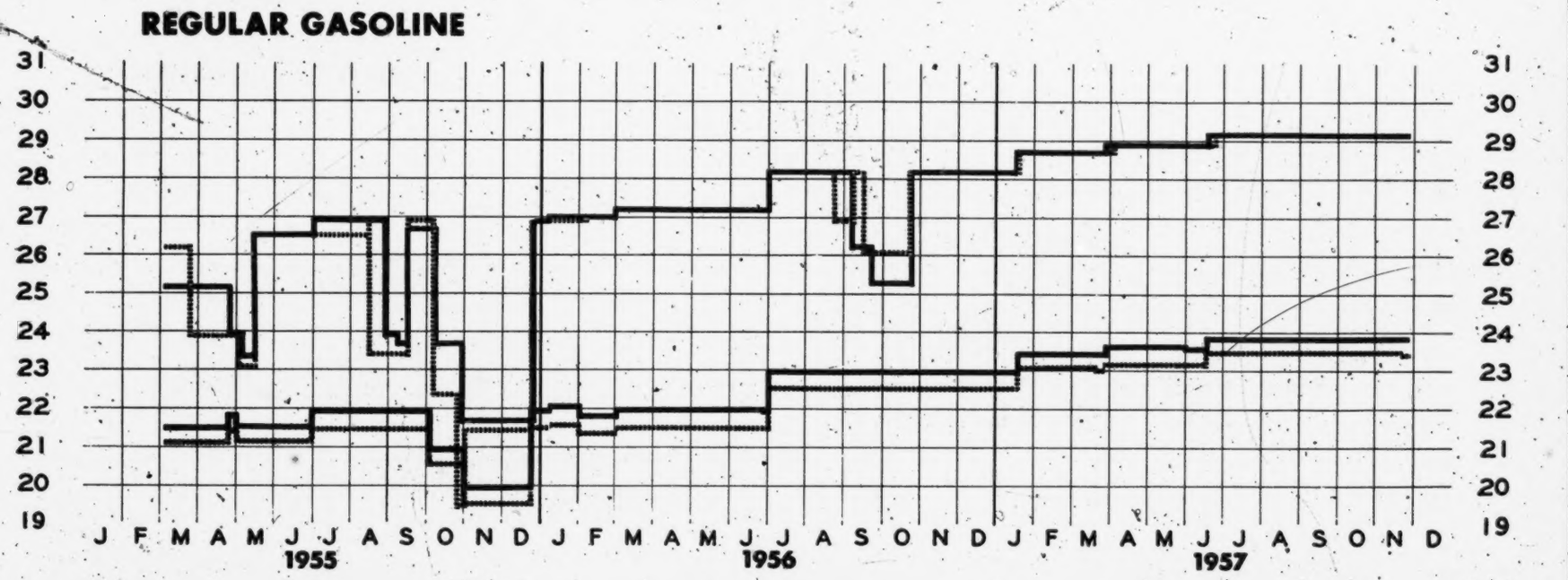
STANDARD'S prices to PERKINS -
Destination: COOS BAY
Supply Point: COOS BAY
Supply Point: WILLBRIDGE

Based on Exhibits 1457a, 1463, and 1494
Data showing price to Perkins without Freight Allowance and price to Perkins' Customers omitted.

GASOLINE PRICES

CENTRALIA, WASHINGTON





STANDARD'S prices to Chevron Dealers

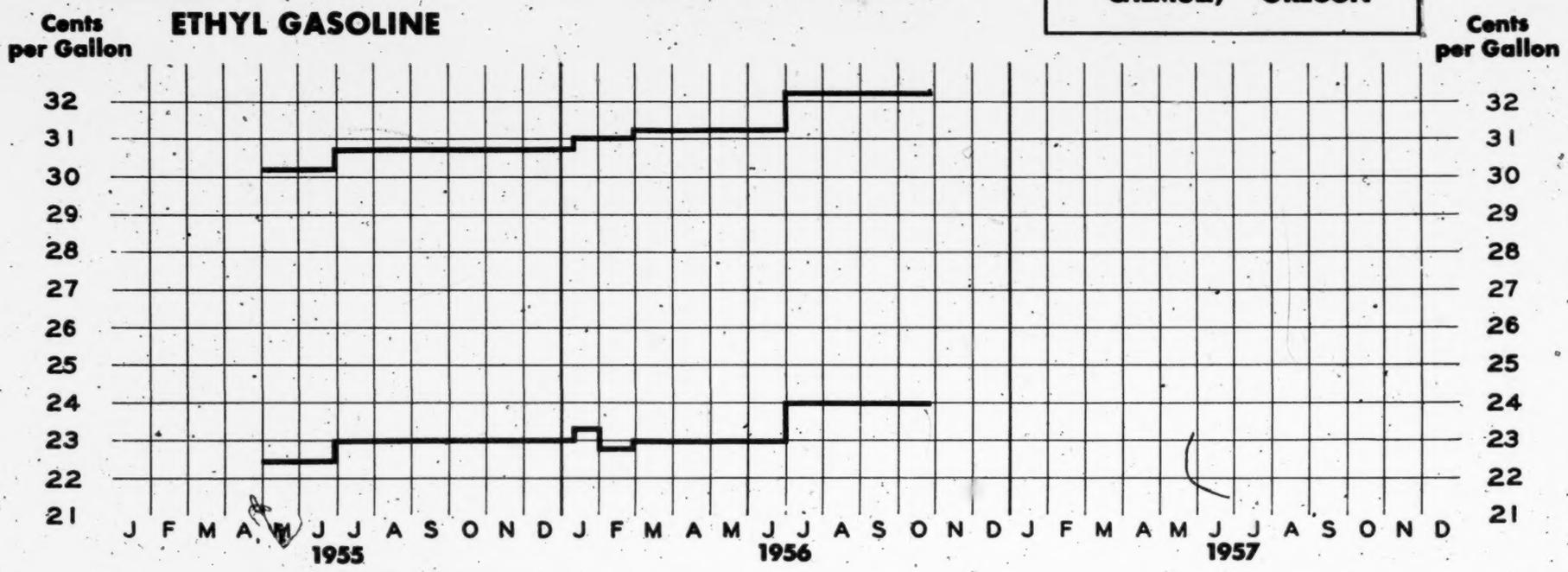
STANDARD'S prices to Signal Dealers

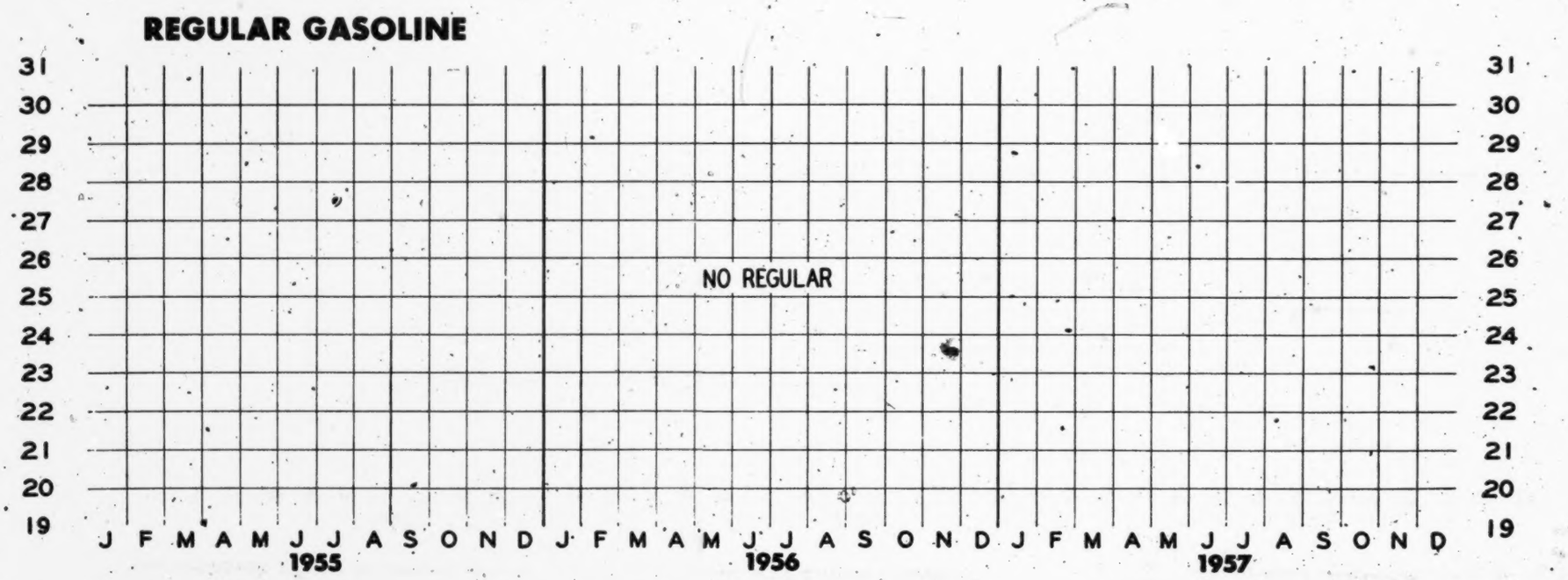
STANDARD'S prices to PERKINS -
Destination: CENTRALIA
Supply Point: ABERDEEN
Supply Point: WILLBRIDGE

Based on Exhibits 1457a, 1463, and 1497
Data showing price to Perkins without Freight Allowance and price to Perkins' Customers omitted.

GASOLINE PRICES

CHEMULT, OREGON





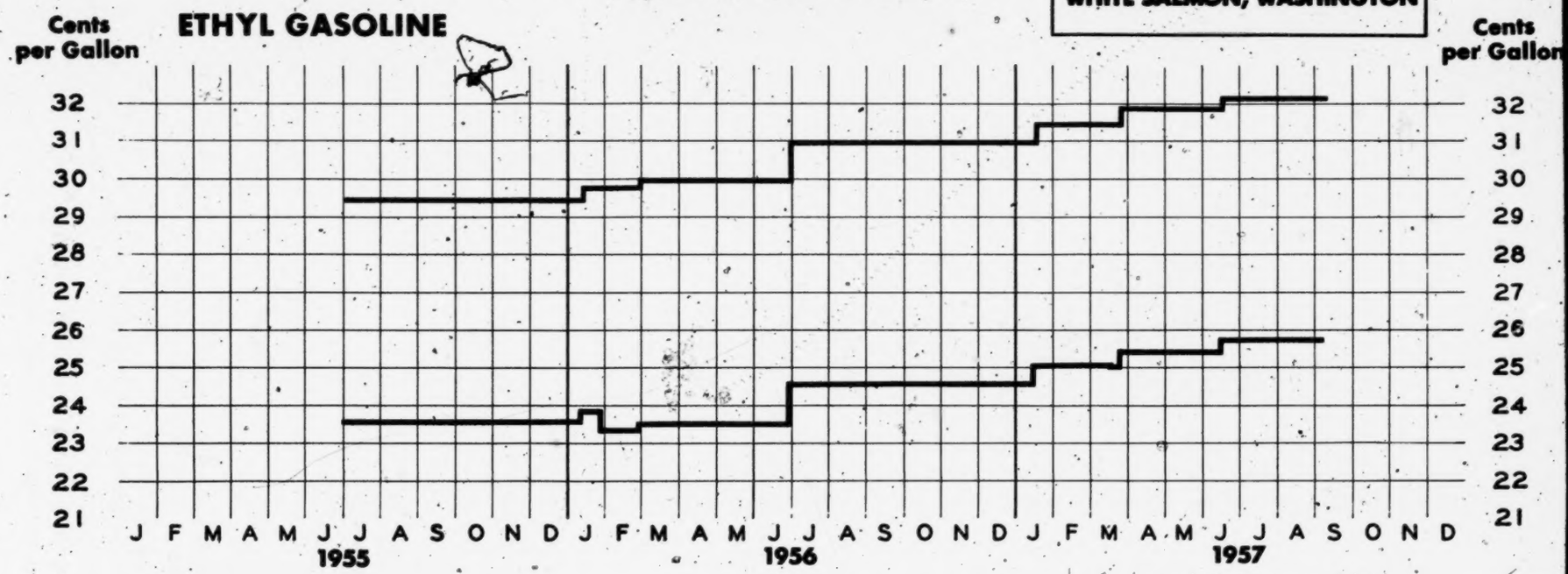
—— STANDARD'S prices to Chevron Dealers

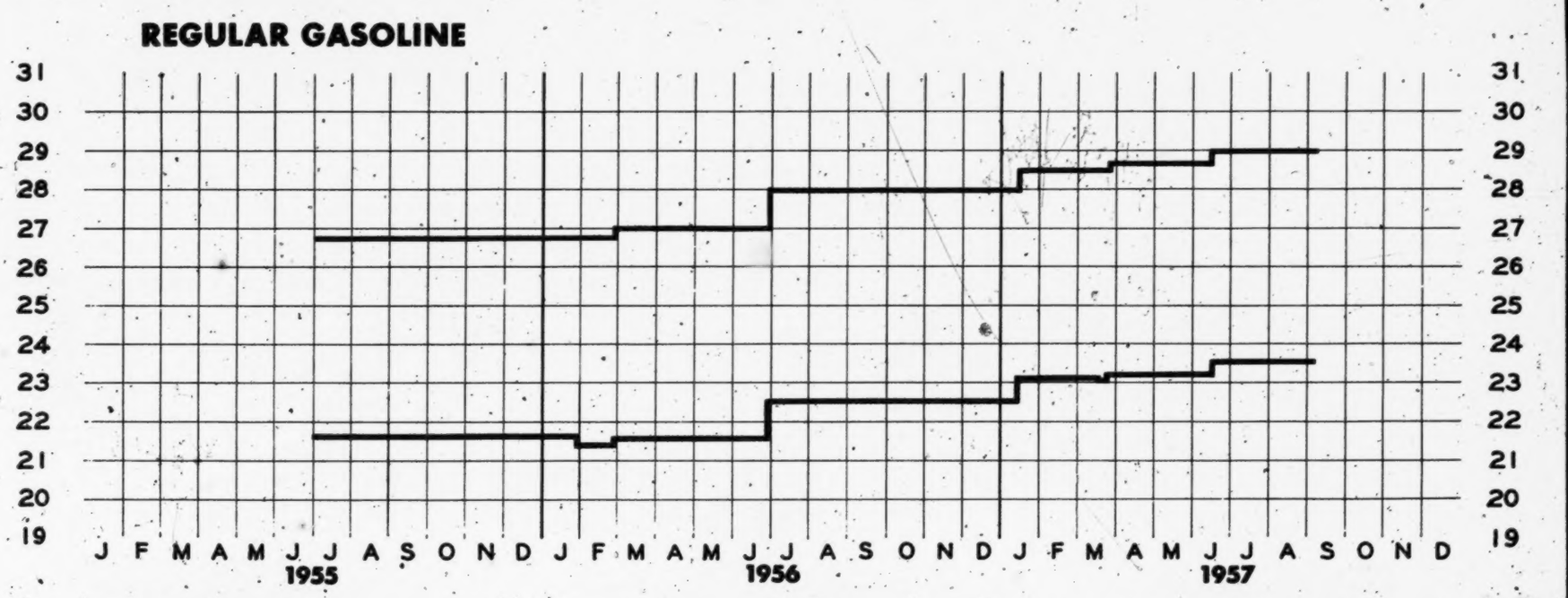
—— STANDARD'S prices to PERKINS - Supply Point: WILLBRIDGE

Based on Exhibits 1457a and 1499
Data showing price to Perkins without Freight Allowance and price to Perkins' Customers omitted.

GASOLINE PRICES

WHITE SALMON, WASHINGTON





—— STANDARD'S prices to Chevron Dealers

STANDARD'S prices to PERKINS -
Destination: WHITE SALMON
—— Supply Point: WILLBRIDGE

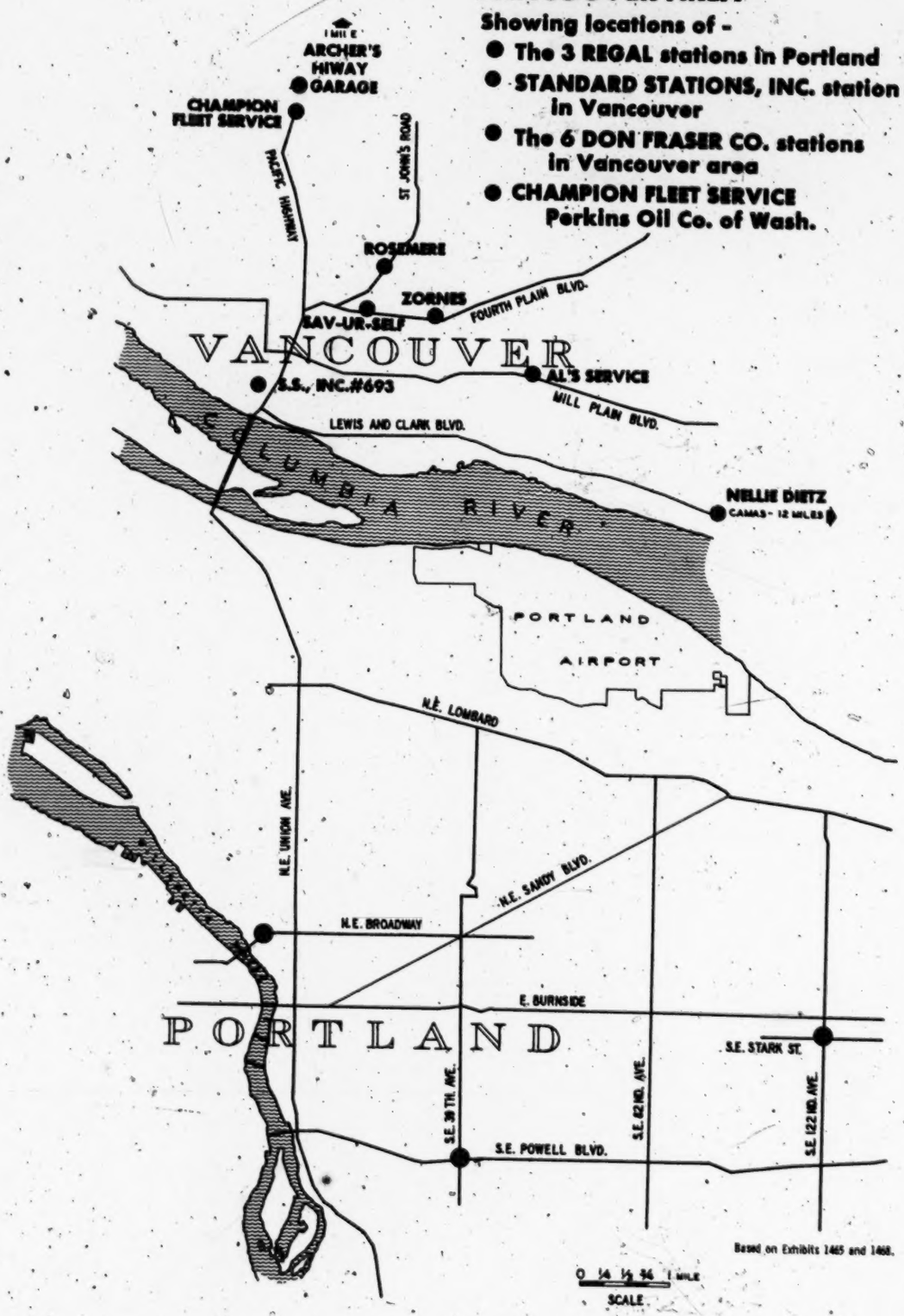
Based on Exhibits 1457a and 1500
Data showing price to Perkins without Freight Allowance and price to Perkins' Customers omitted.

Based on Exhibit Nos. 1465 and 1468

MAP OF PORTLAND - VANCOUVER AREA

Showing locations of -

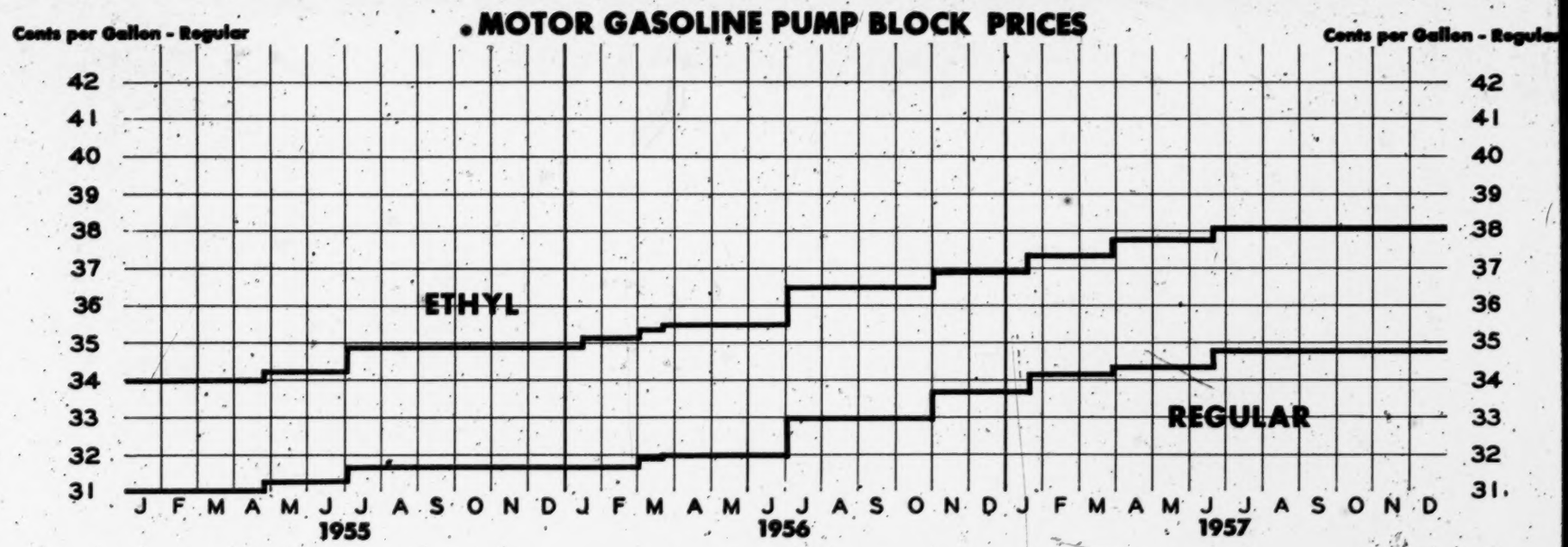
- The 3 REGAL stations in Portland
- STANDARD STATIONS, INC. station 693 in Vancouver
- The 6 DON FRASER CO. stations in Vancouver area
- CHAMPION FLEET SERVICE Perkins Oil Co. of Wash.

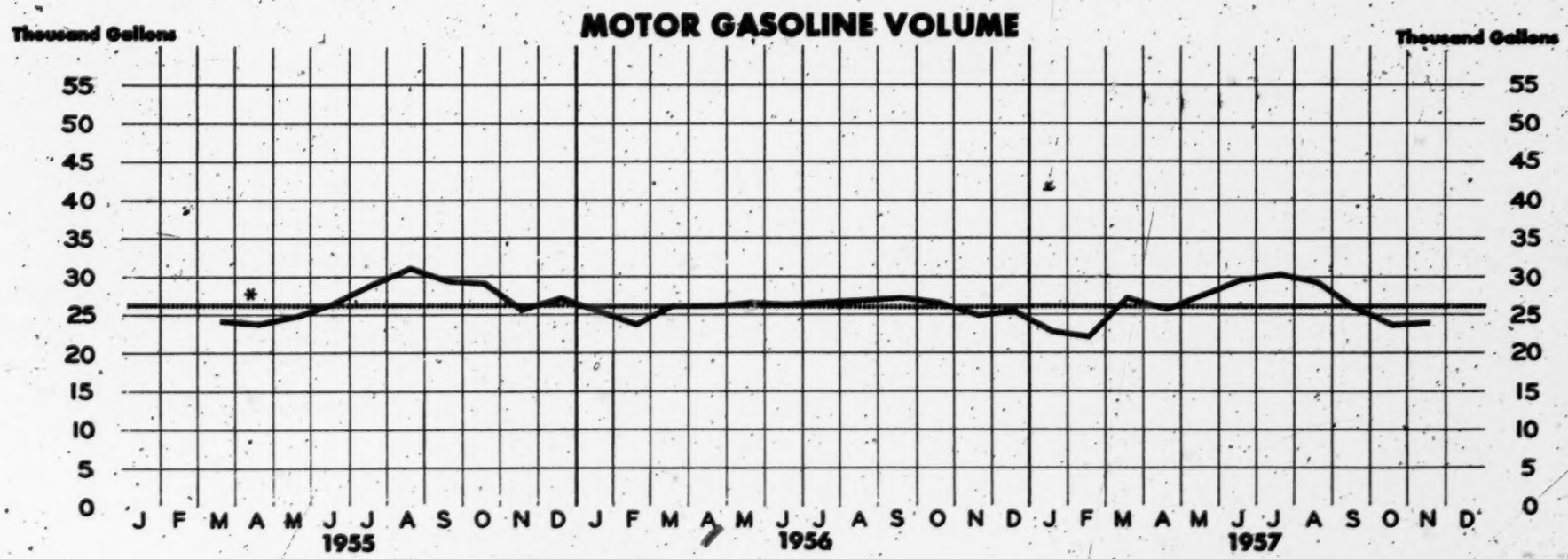


Based on Exhibits 1465 and 1468.

Defendant's Exhibit No. 1502

STANDARD STATIONS, INC. 693 - VANCOUVER, WASH.





* AVERAGE FOR 1955 BASED ON 11 MOS. ACTUALS - JULY EST.

Exhibit 1502

Defendant's Exhibit No. 1523

1523-A

(331A) Ranch Ranflo

RETAIL PRICE, POSTED TANK TRUCK PRICE, NET PRICE TO DEALER

Posted Price: Portland Retail Price Area: Portland Locality #7-B

	REGULAR				REGULAR			
Date	*Prevailing Retail Price	PTT	RPA	Net Price To Dealer	*Prevailing Retail Price	PTT	RPA	Net Price To Dealer
3-25-56	28.0	24.6	-	24.60	31.0	27.2	-	27.10
10-13-56	28.9	25.2	1.05	24.15	32.1	27.9	1.05	26.85
2-10-56	27.9	25.2	1.90	23.30	31.4	28.2	2.05	26.15
2-28-56	27.9	25.4	2.00	23.40	31.6	28.4	2.05	26.35
3-15-56	29.9	25.4	.25	25.15	33.4	28.4	.25	28.15
11-6-56	30.9	26.4	.80	25.60	34.4	29.4	.45	28.95
2-27-57	28.9	26.9	2.55	24.35	32.4	29.9	2.20	27.10
5-9-57	30.9	27.1	1.29	25.81	34.6	30.3	.94	29.36
7-16-57	32.9	27.4	.10	27.30	36.6	30.6	-	30.60
8-6-57	29.9	27.4	2.20	25.20	34.4	30.6	1.29	29.31
10-30-57	32.9	27.4	-	27.40	36.8	30.6	-	30.60
11-14-57	32.9	27.4	.10	27.30	36.6	30.6	-	30.60

*This is the Retail Price, in most instances, charged by the SS Inc. outlets in the area; if no such SS Inc. outlet, then the Retail price charged by a predominate number of major competitors.

1523B

(351B) RT 1/2 RA 12/14

RETAIL PRICE, POSTED TANK TRUCK PRICE,
NET PRICE TO DEALER

Posted Price: Portland

Retail Price Area: Portland Locality #9-A

	REGULAR				ETHYL			
Date	*Prevailing Retail Price	PTT	RPA	Net Price To Dealer	*Prevailing Retail Price	PTT	RPA	Net Price To Dealer
9-17-54	27.9	24.6	1.45	23.15	30.6	26.8	1.45	25.35
3-25-55	31.8	24.6	-	24.60	33.8	27.1	-	27.10
10-22-55	27.9	25.2	1.90	23.30	31.1	27.9	2.05	25.85
3-14-56	28.9	25.4	1.25	24.15	32.4	28.4	1.25	27.15
3-16-56	29.0	25.4	1.15	24.25	32.5	28.4	1.15	27.25
3-21-56	31.0	25.4	-	25.40	34.5	28.4	-	28.40
1-14-57	30.9	26.4	.80	25.60	34.4	29.4	.45	28.95
3-7-57	29.9	26.9	1.85	25.05	33.4	29.9	1.50	28.40
3-14-57	28.9	26.9	2.55	24.35	32.4	29.9	2.20	27.70
5-9-57	30.9	27.1	1.29	25.81	34.6	30.3	.94	29.35
7-11-57	32.9	27.4	.10	27.30	36.6	30.6	-	30.60
8-3-57	29.9	27.4	2.20	25.20	33.6	30.6	1.85	28.75
10-30-57	33.9	27.4	-	27.40	37.8	30.6	-	30.60

*This is the Retail Price, in most instances, charged by the SS Inc. outlets in the area; if no such SS Inc. outlet, then the Retail price charged by a predominate number of major competitors.

1523 C
(351C) Rtn 12 Rcn/10

RETAIL PRICE, POSTED TANK TRUCK PRICE,
NET PRICE TO DEALER

Posted Price: Portland Retail Price Area: Portland Locality #12-A

	REGULAR				ETHYL			
Date	*Prevailing Retail Price	PTT	RPA	Net Price To Dealer	*Prevailing Retail Price	PTT	RPA	Net Price To Dealer
9-28-55	30.0	24.6	-	24.60	33.0	27.1	-	27.10
10-29-55	28.9	25.2	1.05	24.15	32.1	27.9	1.05	26.85
11- 4-55	27.9	25.2	1.90	23.30	31.1	27.9	2.05	25.85
3-15-56	29.9	25.4	.25	25.15	33.4	28.4	.25	28.15
4- 5-56	31.9	25.4	-	25.40	34.5	28.4	-	28.40
1-22-57	30.4	26.9	1.50	25.40	33.9	29.9	1.15	28.75
2-19-57	29.9	26.9	1.85	25.05	33.9	29.9	1.15	28.75
5-18-57	30.1	27.1	1.85	25.25	34.3	30.3	1.15	29.15
7- 5-57	29.9	27.4	2.20	25.20	33.9	30.6	1.64	28.96
8- 3-57	28.9	27.4	2.90	24.50	33.9	30.6	1.64	28.96
10-30-57	34.3	27.4	-	27.40	38.3	30.6	-	30.60

*This is the Retail Price, in most instances, charged by the SS Inc. outlets in the area; if no such SS Inc. outlet, then the Retail price charged by a predominate number of major competitors.

1523D

R 12/10

RETAIL PRICE, POSTED TANK TRUCK PRICE,
NET PRICE TO DEALER

Posted Price: Albany Retail Price Area: Albany Locality #76

	REGULAR				ETHYL			
Date	*Prevailing Retail Price	PTT	RPA	Net Price To Dealer	*Prevailing Retail Price	PTT	RPA	Net Price To Dealer
2-9-55	26.0	25.4	-	-	31.5	27.9	-	-
2-11-55	25.0	25.4	-	-	28.0	27.9	-	-
2-23-55	32.0	25.4	-	-	34.5	27.9	-	-
5-19-55	32.6	26.0	-	-	35.5	28.7	-	-
3-10-57	31.9	27.9	-	-	35.9	31.1	-	-
4-16-57	34.6	27.9	-	-	37.9	31.1	-	-
4-27-57	31.9	27.9	-	-	35.9	31.1	-	-
5-6-57	34.6	27.9	-	-	37.9	31.1	-	-
7-15-57	31.9	28.2	-	-	35.6	31.4	-	-
9-19-57	30.9	28.2	-	-	34.9	31.4	-	-
11-5-57	35.2	28.2	-	-	38.2	31.4	-	-
11-8-57	27.9	28.2	-	-	32.9	31.4	-	-

*This is the Retail Price, in most instances, charged by the SS Inc. outlets in the area; if no such SS Inc. outlet, then the Retail price charged by a predominate number of major competitors.

1523 E

(351D) Rr 1/2 Ran/10

RETAIL PRICE, POSTED TANK TRUCK PRICE,
NET PRICE TO DEALER

Posted Price: Albany Retail Price Area: Albany Locality #76-A

	REGULAR				ETHYL			
Date	*Prevailing Retail Price	PTT	RPA	Net Price To Dealer	*Prevailing Retail Price	PTT	RPA	Net Price To Dealer
3- 9-57	24.0	25.4	4.65	20.75	27.9	27.9	4.65	23.25
3-23-57	32.0	25.4	-	25.40	34.4	27.9	-	27.90
4-10-57	31.9	27.9	1.15	26.75	35.9	31.4	.59	30.51
6-20-57	34.2	28.2	-	28.20	37.9	31.4	-	31.40
7-15-57	31.9	28.2	1.36	26.84	35.6	31.4	1.01	30.39
9-13-57	30.9	28.2	2.06	26.14	34.9	31.4	1.50	29.90
10-25-57	29.9	28.2	2.76	25.44	33.6	31.4	2.41	28.99
10-29-57	27.9	28.2	4.55	23.65	31.6	31.4	4.05	27.35
11- 8-57	27.9	28.2	4.55	23.65	32.9	31.4	2.90	28.50

*This is the Retail Price, in most instances, charged by the SS Inc. outlets in the area; if no such SS Inc. outlet, then the Retail price charged by a predominate number of major competitors.

1523 F
(351 E) RIII 2/2 R 2/12/10

RETAIL PRICE, POSTED TANK TRUCK PRICE,
NET PRICE TO DEALER

Posted Price: Albany Retail Price Area: Albany Locality #76-B

	REGULAR				ETHYL			
Date	*Prevailing Retail Price	PTT	RPA	Net Price To Dealer	*Prevailing Retail Price	PTT	RPA	Net Price To Dealer
7-19-57	31.9	28.2	1.36	26.84	32.6	31.4	1.01	30.39
9-13-57	30.9	28.2	2.06	26.14	34.9	31.4	1.50	29.90
10-25-57	29.9	28.2	2.76	25.44	33.6	31.4	2.41	28.99
10-29-57	27.9	28.2	4.55	23.65	31.6	31.4	4.05	27.35
11- 8-57	27.9	28.2	4.55	23.65	32.9	31.4	2.90	28.50

*This is the Retail Price, in most instances, charged by the SS Inc. outlets in the area; if no such SS Inc. outlet, then the Retail price charged by a predominate number of major competitors.

1523 G
(351F) Rank Rsn/10

RETAIL PRICE, POSTED TANK TRUCK PRICE,
NET PRICE TO DEALER

Posted Price: Sutherlin Retail Price Area: Sutherlin ~~Locality #60-D~~

	REGULAR				ETHYL			
Date	*Prevailing Retail Price	PTT	HPA	Net Price To Dealer	*Prevailing Retail Price	PTT	HPA	Net Price To Dealer
~~8-29-57~~	~~30.9~~	~~29.2~~	~~2.76~~	~~26.44~~	~~34.6~~	~~30.4~~	~~2.42~~	~~29.99~~
~~9-7-57~~	~~36.8~~	~~29.2~~	~~-~~	~~29.20~~	~~40.5~~	~~30.4~~	~~-~~	~~30.40~~

*This is the Retail Price, in most instances, charged by the SS Inc. outlets in the area; if no such SS Inc. outlet, then the Retail price charged by a predominate number of major competitors.

1523 H
Ran/10

RETAIL PRICE, POSTED TANK TRUCK PRICE,
NET PRICE TO DEALER

Posted Price: Roseburg Retail Price Area: Roseburg Locality #18

	REGULAR				ETHYL			
Date	*Prevailing Retail Price	PTT	NPA	Net Price To Dealer	*Prevailing Retail Price	PTT	NPA	Net Price To Dealer
7-15-57	33.9	29.2	-	-	37.6	32.4	-	-
8-4-57	30.9	29.2	-	-	34.6	32.4	-	-
9-7-57	36.5	29.2	-	-	40.5	32.4	-	-

*This is the Retail Price, in most instances, charged by the SS Inc. outlets in the area; if no such SS Inc. outlet, then the Retail price charged by a predominate number of major competitors.

1523 I
(351H) Rtnh RAn/10

RETAIL PRICE, POSTED TANK TRUCK PRICE,
NET PRICE TO DEALER

Posted Price: Roseburg Retail Price Area: Roseburg Locality ~~SE~~-A

	REGULAR				REGULAR			
Date	*Prevailing Retail Price	PTT	RPA	Net Price To Dealer	*Prevailing Retail Price	PTT	RPA	Net Price To Dealer
7-15-57	33.9	29.2	.66	28.54	37.5	32.4	.31	32.09
8-4-57	30.9	29.2	2.76	26.44	34.6	32.4	2.41	29.99
9-7-57	36.5	29.2	-	29.20	40.5	32.4	-	32.40

*This is the Retail Price, in most instances, charged by the SS Inc. outlets in the area; if no such SS Inc. outlet, then the Retail price charged by a predominate number of major competitors.

W 1457A

1523 J
(351 I) Attnh Ranho

RETAIL PRICE, POSTED TANK TRUCK PRICE,
NET PRICE TO DEALER

Posted Price: Roseburg Retail Price Area: Winston Locality #60-X

	REGULAR				ETHYL			
Date	*Prevailing Retail Price	PTT	RPA	Net Price To Dealer	*Prevailing Retail Price	PTT	RPA	Net Price To Dealer
6-23-57	30.9	29.2	2.76	26.44	34.6	32.4	2.41	29.99
9-7-57	36.8	29.2	-	29.20	40.5	32.4	-	32.40

*This is the Retail Price, in most instances, charged by the SS Inc. outlets in the area; if no such SS Inc. outlet, then the Retail price charged by a predominate number of major competitors.

L 10-14514

1523 A

(3516) R 12/10

RETAIL PRICE, POSTED TANK TRUCK PRICE,
NET PRICE TO DEALER

Posted Price: Grants Pass Retail Price Area: Grants Pass Locality #62

	REGULAR				ETHYL			
Date	*Prevailing Retail Price	PTT	RPA	Net Price To Dealer	*Prevailing Retail Price	PTT	RPA	Net Price To Dealer
10-13-54	29.9	26.8	1.65	25.15	32.9	29.0	1.35	27.65
5-4-55	32.8	27.1	-	27.10	35.8	29.6	-	29.60
9-7-56	32.9	28.5	.35	28.15	36.4	31.5	.35	31.15
11-6-56	32.9	28.5	.87	27.63	36.4	31.5	.52	30.98
8-5-57	33.9	29.0	.52	28.48	37.4	32.0	.17	31.83
7-15-57	34.9	29.5	.17	29.33	38.6	32.7	-	32.70

*This is the Retail Price, in most instances, charged by the SS Inc. outlets in the area; if no such SS Inc. outlet, then the Retail price charged by a predominate number of major competitors.

AB 1451-A

1523 L

RETAIL PRICE, POSTED TANK TRUCK PRICE,
NET PRICE TO DEALER

R 4/12/10

Posted Price: Centralia Retail Price Area: Centralia Locality #36

	REGULAR				ETHYL			
Date	*Prevailing Retail Price	PTT	RPA	Net Price To Dealer	*Prevailing Retail Price	PTT	RPA	Net Price To Dealer
1- 1-55	31.2	26.2	-	26.20	34.2	28.7	-	28.70
3-28-55	29.9	26.2	1.05	25.15	34.2	28.7	-	28.70
4-23-55	27.9	26.5	2.55	23.95	30.9	29.0	2.80	26.20
5- 5-55	26.7	26.5	3.15	23.35	30.9	29.0	2.80	26.20
5-13-55	31.5	26.5	-	26.50	34.5	29.0	-	29.00
6-26-55	27.4	26.9	3.00	23.90	30.4	29.6	3.35	26.25
7- 7-55	26.9	26.9	3.25	23.65	30.1	29.6	3.50	26.10
8-16-55	31.4	26.9	.25	26.65	34.1	29.6	.75	28.85
10-7-55	26.9	26.9	3.25	23.65	32.6	29.6	2.25	27.35
10-29-55	24.9	26.9	5.25	21.65	31.9	29.6	2.60	27.00
12-23-55	32.3	26.9	-	26.90	35.5	29.6	-	29.60
9- 8-56	30.7	28.2	2.00	26.20	34.2	31.2	2.25	28.95
9-20-56	28.9	28.2	2.90	25.30	34.9	31.2	1.55	29.65
10-24-56	33.9	28.2	-	28.20	37.2	31.2	-	31.20

*This is the Retail Price, in most instances, charged by the SS Inc. outlets in the area; if no such SS Inc. outlet, then the Retail price charged by a predominate number of major competitors.

L 40 14570

1523 M

RETAIL PRICE, POSTED TANK TRUCK PRICE,
NET PRICE TO DEALER

Posted Price: Centralia Retail Price Area: Centralia Locality #118

	REGULAR				ETHYL			
Date	*Prevailing Retail Price	PTT	RPA	Net Price To Dealer	*Prevailing Retail Price	PTT	RPA	Net Price To Dealer
1-24-55	31.2	26.2	-	-	34.2	28.7	-	-
4-22-55	31.5	26.5	-	-	34.9	29.0	-	-
5-20-55	31.9	26.5	-	-	34.9	29.0	-	-
6-29-55	32.3	26.9	-	-	35.5	29.6	-	-
11-4-55	26.9	26.9	-	-	31.9	29.6	-	-
12-19-55	31.9	26.9	-	-	34.9	29.6	-	-
1-4-56	32.4	27.0	-	-	35.6	29.7	-	-
1-12-56	32.4	27.0	-	-	35.9	30.0	-	-
2-28-56	32.6	27.2	-	-	36.1	30.2	-	-
3-16-56	32.7	27.2	-	-	36.2	30.2	-	-
7-1-56	33.7	28.2	-	-	37.2	31.2	-	-
1-17-57	34.2	28.7	-	-	37.7	31.7	-	-
3-26-57	34.4	28.9	-	-	38.1	32.1	-	-
5-18-57	34.7	29.2	-	-	38.4	32.4	-	-

*This is the Retail Price, in most instances, charged by the SS Inc. outlets in the area; if no such SS Inc. outlet, then the Retail price charged by a predominate number of major competitors.

1523N

1523A

1523N-CC, Rd 12/10

SIGNAL OIL COMPANY

RETAIL PRICE, POSTED TANK TRUCK PRICE,
NET PRICE TO DEALER

Service Station Address: 2141 Santiam Road, Albany, Oregon (PL 39-33)

Posted Price: Salem, Oregon

	Signal Regular					Signal Ethyl				
Date	Prevailing Retail Price	PTT	TPA	Day to Day	Net Price To Dealer	Prevailing Retail Price	PTT	TPA	Day to Day	Net Price To Dealer
11/14/57	.279	.282	.048	----	.234	.329	.314	.0315	---	.2825
12/1/57	---	.282	---	----	.282	---	.314	---	---	.314

1523 P

SIGNAL OIL COMPANY

RETAIL PRICE, POSTED TANK TRUCK PRICE,
NET PRICE TO DEALER

Service Station Address: ~~245 Stephens, Roseburg, Oregon (330-1)~~

Posted Price: Roseburg, Oregon

	Signal Regular					Signal Ethyl				
Date	Prevailing Retail Price	PTT	TPA	Day to Day	Net Price To Dealer	Prevailing Retail Price	PTT	TPA	Day to Day	Net Price To Dealer
7/15/57	.339	.292	.0091	---	.2829	.374	.324	.007	---	.317
8/3/57	.309	.292	.0301	---	.2619	.344	.324	.028	---	.296
9/10/57	.365	.292	---	---	.292	.399	.324	---	---	.324

1523-Q
1523 a
1523 a

SIGNAL OIL COMPANY

RETAIL PRICE, POSTED TANK TRUCK PRICE,
NET PRICE TO DEALER

Service Station Address: 1600 N. Stephens, Roseburg, Oregon (330-3)

Posted Price: Roseburg, Oregon

	Signal Regular					Signal Ethyl				
Date	Prevailing Retail Price	PTT	TPA	Day to Day	Net Price To Dealer	Prevailing Retail Price	PTT	TPA	Day to Day	Net Price To Dealer
7/15/57	.339	.292	.0091	---	.2829	.374	.324	.007	---	.317
8/3/57	.309	.292	.0301	---	.2619	.344	.324	.028	---	.296
9/10/57	.365	.292	---	---	.292	.399	.324	---	---	.324

Defendant's Exhibit No. 1523

1523 R

1523R

SIGNAL OIL COMPANY

RETAIL PRICE, POSTED TANK TRUCK PRICE,
NET PRICE TO DEALER

Service Station Address: 1856 N. Stephens, Roseburg, Oregon (PL 330-2)

Posted Price: Roseburg, Oregon

	Signal Regular					Signal Ethyl				
Date	Prevailing Retail Price	PTT	TPA	Day to Day	Net Price To Dealer	Prevailing Retail Price	PTT	TPA	Day to Day	Net Price To Dealer
7/15/57	.339	.292	.0041	.010	.2779	.374	.324	.002	.010	.312
8/3/57	.309	.292	.0251	.010	.2569	.344	.324	.013	.010	.301
9/10/57	.365	.292	---	.010	.282	.399	.324	---	.010	.314

1523 S.

1523 S

SIGNAL OIL COMPANY

RETAIL PRICE, POSTED TANK TRUCK PRICE,
NET PRICE TO DEALER

Service Station Address: 118 Redwood Avenue, Grants Pass, Oregon (311-6)

Posted Price: Grants Pass, Oregon

	Signal Regular					Signal Ethyl				
Date	Prevailing Retail Price	PTT	TPA	Day to Day	Net Price To Dealer	Prevailing Retail Price	PTT	TPA	Day to Day	Net Price To Dealer
6/1/55		.271	.01		.261		.296	.01		.286
7/26/55		.274	.01		.264		.301	.01		.291
10/25/55	.309	.274	.015		.259	.339	.301	.017		.284
2/7/56	.309	.272	.015		.257	.339	.302	.017		.285
3/1/56	.309	.274	.015		.259	.339	.304	.017		.287
5/22/56	.309	.274	.005	.01	.259	.339	.304	.01	.01	.284
7/1/56	.309	.285	.005	.01	.270	.339	.315	.01	.01	.295
11/1/56	.319	.285	.0075	.01	.2675	.349	.315	.0075	.01	.2975
1/19/57	.319	.290	.0075	.01	.2725	.349	.320	.0075	.01	.3025
4/3/57	.319	.292	.0075	.01	.2745	.349	.324	.0075	.01	.3065
6/24/57	.319	.295	.0075	.01	.2775	.349	.327	.0075	.01	.3095
7/1/57	.319	.295	--	.015	.280	.349	.327	---	.015	.312

1523T

1523T

SIGNAL OIL COMPANY

RETAIL PRICE, POSTED TANK TRUCK PRICE, NET PRICE TO DEALER

Service Station Address: 710 M Street, Grants Pass, Oregon (PC 333-3)

Posted Price: Grants Pass, Oregon

	Signal Regular					Signal Ethyl				
Date	Prevailing Retail Price	PTT	TPA	Day to Day	Net Price To Dealer	Prevailing Retail Price	PTT	TPA	Day to Day	Net Price To Dealer
6/1/55		.271		.01	.261		.296	---	.01	.286
7/26/55		.274		.01	.264		.301	---	.01	.291
10/25/55	.309	.274	.005	.01	.259	.339	.301	.007	.01	.284
2/7/56	.309	.272	.005	.01	.257	.339	.302	.007	.01	.285
3/1/56	.309	.274	.005	.01	.259	.339	.304	.007	.01	.287
5/1/56	.309	.274	.005	.01	.259	.339	.304	.01	.01	.284
7/1/56	.309	.285	.005	.01	.270	.349	.315	.01	.01	.295
8/10/56	Products Contract Terminated									

to 1963

1523W

1523W

SIGNAL OIL COMPANY

RETAIL PRICE, POSTED TANK TRUCK PRICE,
NET PRICE TO DEALER

Service Station Address: 8/10 miles East of The Dalles, Oregon, on Highway 30

Posted Price: The Dalles, Oregon (332-3)

	Signal Regular					Signal Ethyl				
Date	Prevailing Retail Price	PTT	TPA	Day to Day	Net Price To Dealer	Prevailing Retail Price	PTT	TPA	Day to Day	Net Price To Dealer
3/1/56	.304	.266	.012		.254	.335	.296	.016		.280
5/8/56	.304	.266	.01		.256	.335	.296	.014		.282
7/1/56	.314	.276	.01		.266	.345	.306	.014		.292
11/1/56	.304	.276	.014		.262	.335	.306	.013		.297
1/19/57	.320	.281	.0147		.2663	.360	.311	.0077		.303
4/3/57	.320	.283	.0147		.2683	.360	.315	.0077		.307
5/15/57	.320	.286	.0147	.012	.2593	.360	.318	.0077	.012	.291
9/1/57	.320	.286	---	.012	.274	.360	.318	---	.012	.306

1523 X

1523X

SIGNAL OIL COMPANY

RETAIL PRICE, POSTED TANK TRUCK PRICE,
NET PRICE TO DEALER

Service Station Address: 1001 N. Pearl, Centralia, Washington (431-6)

Posted Price: Centralia, Washington

	Signal Regular					Signal Ethyl				
Date	Prevailing Retail Price	PTT	TPA	Day to Day	Net Price To Dealer	Prevailing Retail Price	PTT	TPA	Day to Day	Net Price To Dealer
8-14-55	.284	.269	.035		.234	.319	.296	.0385		.2575
9-16-55		.269	-		.269		.296	-		.296
10-5-55	.269	.269	.045		.224	.319	.296	.0335		.2625
10-24-55	.239	.269	.075		.194	.319	.296	.0335		.2625
11-1-55	.249	.269	.055		.214	.309	.296	.0335		.2625
12-20-55		.269			.269		.296			.296
8-20-56	.319	.282	.0125		.2695	.349	.312	.0175		.2945
9-10-56		.282			.282		.312			.312
9-14-56	.319	.282	.0215		.2605	.339	.312	.0265		.2855
10-20-56		.282	-		.282		.312	-		.312

1523 Y

1523 Y

SIGNAL OIL COMPANY

RETAIL PRICE, POSTED TANK TRUCK PRICE,
NET PRICE TO DEALER

Service Station Address: 220 E. Main, Centralia, Washington (431-4)

Posted Price: Centralia, Washington

	Signal Regular					Signal Ethyl				
Date	Prevailing Retail Price	PTT	TPA	Day to Day	Net Price To Dealer	Prevailing Retail Price	PTT	TPA	Day to Day	Net Price To Dealer
3-24-55	.279	.262	.023		.239	.319	.287	.018		.269
5-1-55	.267	.265	.034		.231	.302	.290	.034		.256
5-15-55		.265	-		.265		.29	-		.290
8-14-55	.284	.269	.035		.234	.319	.296	.0385		.2575
9-16-55		.269	-		.269		.296	-		.296
10-3-55	.269	.269	.045		.224	.319	.296	.0335		.2625
10-24-55	.239	.269	.075		.194	.319	.296	.0335		.2625
11-1-55	.249	.269	.055		.214	.309	.296	.0335		.2625
12-20-55		.269	-		.269		.296	-		.296
8-20-56	.289	.282	.0125		.2695	.319	.312			.312
9-10-56		.282	-		.282		.312	-		.312
9-14-56	.284	.282	.0215		.2605	.314	.312	.0265		.2855
10-20-56		.282	-		.282		.312	-		.312

1523 Z

15232

SIGNAL OIL COMPANY

RETAIL PRICE, POSTED TANK TRUCK PRICE,
NET PRICE TO DEALER

Service Station Address: 1600 So. Gold, Centralia, Washington (431-9)

Posted Price: Centralia, Washington

	Signal Regular					Signal Ethyl				
Date	Prevailing Retail Price	PTT	TPA	Day to Day	Net Price To Dealer	Prevailing Retail Price	PTT	TPA	Day to Day	Net Price To Dealer
3-24-55	.279	.262	.023		.239	.319	.287	.018		.269
5-1-55	.267	.265	.034		.231	.302	.290	.034		.256
5-15-55		.265			.265		.290			.290
8-14-55	.284	.269	.035		.234	.319	.296	.0385		.2575
9-16-55		.269			.269		.296			.296
10-5-55	.269	.269	.045		.224	.319	.296	.0335		.2625
10-24-55	.239	.269	.075		.194	.319	.296	.0335		.2625
11-1-55	.249	.269	.055		.214	.309	.296	.0335		.2625
12-20-55		.269			.269		.296			.296
8-20-56	.289	.282	.0125		.2695	.319	.312			.312
9-10-56		.282			.282		.312			.312
9-14-56	.289	.282	.0215		.2605	.319	.312	.0265		.2855
10-20-56		.282			.282	.319	.312			.312

to 1443

1523AA

1523AA

SIGNAL OIL COMPANY

RETAIL PRICE, POSTED TANK TRUCK PRICE, NET PRICE TO DEALER

Service Station Address: 217 W. Main Street, Centralia, Washington (PL 431-9)

Posted Price: Centralia, Washington

	Signal Regular					Signal Ethyl				
Date	Prevailing Retail Price	PTT	TPA	Day to Day	Net Price To Dealer	Prevailing Retail Price	PTT	TPA	Day to Day	Net Price To Dealer
3-24-55	.279	.262	.023		.239	.319	.287	.018		.269
5-1-55	.267	.265	.034		.231	.302	.290	.034		.256
5-15-55		.265	-		.265		.290	-		.290
8-14-55	.284	.269	.035		.234	.319	.296	.0385		.2575
9-16-55		.269	-		.269		.296			.296
10-5-55	.269	.269	.045		.224	.319	.296	.0335		.2625
10-24-55	.239	.269	.075		.194	.319	.296	.0335		.2625
11-1-55	.249	.269	.055		.214	.309	.296	.0335		.2625
12-20-55		.269	-		.269		.296	-		.296
8-20-56	.319	.282	.0125		.2695	.349	.312	.003		.309
9-10-56		.282	-		.282		.312	-		.312
9-14-56	.319	.282	.0215		.2605	.349	.312	.0265		.2885
10-20-56		.282	-		.282		.312	-		.312

L to 1967

1723 BB

1523 BB

SIGNAL OIL COMPANY

RETAIL PRICE, POSTED TANK TRUCK PRICE,
NET PRICE TO DEALER

Service Station Address: 1002 S. Gold, Centralia, Washington (431-2)

Posted Price: Centralia, Washington

	Signal Regular					Signal Ethyl				
Date	Prevailing Retail Price	PTT	TPA	Day to Day	Net Price To Dealer	Prevailing Retail Price	PTT	TPA	Day to Day	Net Price To Dealer
3/24/55	.279	.262	.023		.239	.319	.287	.018		.269
5/1/55	.267	.265	.034		.231	.302	.290	.034		.256
5/15/55		.265	---		.265		.290			.290
8/14/55	.284	.269	.035		.234	.319	.296	.0385		.2575
9/16/55		.269	---		.269		.296			.296
10/5/55	.269	.269	.045		.224	.319	.296	.0335		.2625
10/24/55	.239	.269	.075		.194	.319	.296	.0335		.2625
11/1/55	.249	.269	.055		.214	.309	.296	.0335		.2625
12/20/55		.269	---		.269		.296			.296
8/20/56	.289	.282	.0125		.2695	.319	.312	---	----	.312
9/10/56		.282	---		.282		.312	---	----	.312
9/14/56	.289	.282	.0215		.2605	.319	.312	.0265	----	.2855
10/20/56		.282	---		.282		.312	---	----	.312

1523CC

1523CC

SIGNAL OIL COMPANY

RETAIL PRICE, POSTED TANK TRUCK PRICE,
NET PRICE TO DEALER

Service Station Address: 1603 Harrison, Centralia, Washington (PC 431-1)

Posted Price: Centralia, Washington

	Signal Regular					Signal Ethyl				
Date	Prevailing Retail Price	PTT	TPA	Day to Day	Net Price To Dealer	Prevailing Retail Price	PTT	TPA	Day to Day	Net Price To Dealer
8/20/56	.289	.282	.0125		.2695	.319	.312	---		.312
9/10/56	---	.282	---		.282	---	.312			.312
9/14/56	.284	.282	.0215		.2605	.314	.312	.0265		.2855
10/21/56		.282	---		.282		.312	--		.312

Defendant's Exhibit No. 1550-B

Exhibit 1550-B
Case 364-S-1
Rptr
Date Clerk

MEMORANDUM

San Francisco, California
January 18, 1957

SIGNAL OIL & GAS COMPANY
SPECIAL ADJUSTMENT

MR. D. F. GODFREY:

Please refer to your recommendation of January 16 on this subject. It is Mr. E. J. McClanahan's feeling that it would be preferable to use the exact figure in making this adjustment so that we have an actual calculation to tie it to for future application of the adjustment formula.

Accordingly, there is attached a check in the amount of $394,735 which you are authorized to present to Signal Oil & Gas Company in accordance with your plan. I will be interested in any reactions you may have after they receive this check.

H. G. VESPER

Attachment

Rec'd 4 p.m. 1/21
Phoned QUSM at his home 5:45
He will be in office tomorrow and
I will present to him then.

Handed check to QUSM
3:45 p.m. Jan 22, 1957

Defendant's Exhibit No. 1550-B-1

Def't Exhibit 1550 B-1
Case 51-1-57
Rptr Recd
Date Clerk

MEMORANDUM

February 21, 1957

SO&G CO. SPECIAL ADJUSTMENT

I was in the office of Bud March last evening when he told me that the subject of the Special Adjustment came up at yesterday's Board Meeting. He said that his understanding from me was that the check given them for the period ending December 31, 1956, was a Special Adjustment with no strings or commitments, and without any obligation on Standard's part to make future adjustments.

Mr. Mosher's understanding is that the adjustment will continue until they are informed by Standard that it has been terminated.

I telephoned Mr. Vesper this morning and informed him of this, and he switched me to Mr. McClanahan.

Mr. McClanahan confirmed Mr. Mosher's understanding, and indicated that it is something which will probably continue until we reach an agreement or come to the parting of the ways. We can, however, as Mr. Mosher understood it, terminate the arrangement at any time upon informing SO&G Co. Until they are so informed, the adjustment will remain in effect.

I phoned Mr. Vesper and so informed him.

Later this morning, I called upon Bud March and informed him accordingly. We agreed, however, that this would be treated confidentially between us so his sales organization would not think in terms of the long margin.

Def Exhibit 1550-C
Case 369-59 Rptr
Date Clerk

COMPARISON OF STANDARD'S NET PRICES TO SIGNAL OIL AND GAS COMPANY AT WILLBRIDGE WITH STANDARD'S NET PROCEEDS PAYABLE FROM C. A. PERKINS AT WILLBRIDGE-DESTINATION VANCOUVER

REGULAR GASOLINE

	Signal Oil and Gas Company						C. A. Perkins	
Date	Willbridge Posted Price Ex Tax	Contract Discount	Adjustments[1]	Total Discount	Posted Price Suspensions	Net Price	Net Proceeds Payable to Standard at Willbridge-Destination Vancouver - Ex Tax	Difference between Signal Oil and Gas Company Net Prices and C. A. Perkins Net Proceeds
*8/27/56-12/31/56	.174	.045		.045		.129	.1262	.0028
1/1/57-1/16/57	.174	.045	.0066[2]	.0516		.1224	.1262	(.0038)
1/17/57-3/18/57	.179	.045	.0066[2]	.0516		.1274	.1312	(.0038)
3/19/57-3/25/57	.179	.045	.0066[2]	.0516		.1274	.131035	(.003635)
3/26/57-3/31/57	.181	.045	.0066[2]	.0516	.002	.1274	.131035	(.003635)
4/1/57-4/2/57	.181	.045	.0068[3]	.0518	.002	.1272	.131035	(.003835)
4/3/57-6/17/57	.181	.045	.0068[3]	.0518		.1292	.133035	(.003835)
6/18/57-6/21/57	.184	.045	.0068[3]	.0518	.003	.1292	.133035	(.003835)
6/22/57-6/23/57	.184	.045	.0068[3]	.0518	.003	.1292	.136035	(.006835)
6/24/57-6/30/57	.184	.045	.0068[3]	.0518		.1322	.136035	(.003835)
7/1/57-11/20/57	.184	.045	.0075	.0525		.1315	.136035	(.004535)
11/21/57-12/2/57	.184	.045	.0075	.0525		.1315	.13587	(.00437)

1. In January, 1957 a payment was agreed upon and made by Standard to Signal Oil and Gas Company upon the basis of $.0065 per gallon of gasoline delivered by Standard to Signal Oil and Gas Company during the period 8/27/56 through 12/31/56.
2. The amount of the adjustment on a per gallon basis was .006624 which was rounded off to .0066.
3. The amount of the adjustment on a per gallon basis was .006784 which was rounded off to .0068.
* Date of first delivery to Signal Oil and Gas Company at Willbridge.

Defendant's Exhibit No. 1550-C-1

COMPARISON OF STANDARD'S NET PRICES TO SIGNAL OIL AND GAS COMPANY AT WILLBRIDGE WITH STANDARD'S NET PROCEEDS PAYABLE FROM C. A. PERKINS AT WILLBRIDGE-DESTINATION VANCOUVER

ETHYL GASOLINE

	Signal Oil and Gas Company						C. A. Perkins	
Date	Willbridge Posted Price Ex Tax	Contract Discount	Adjustments[1]	Total Discount	Posted Price Suspensions	Net Price	Net Proceeds Payable to Standard at Willbridge-Destination Vancouver - Ex Tax	Difference between Signal Oil and Gas Company Net Proceeds and C. A. Perkins Net Proceeds
8/27/56-12/31/56	.204	.055		.055		.149	.1462	.0028
1/1/57-1/16/57	.204	.055	.0066[2]	.0616		.1424	.1462	(.0038)
1/17/57-3/18/57	.209	.055	.0066[2]	.0616		.1474	.1512	(.0038)
3/19/57-3/25/57	.209	.055	.0066[2]	.0616		.1474	.151035	(.003635)
3/26/57-3/31/57	.213	.055	.0066[2]	.0616	.004	.1474	.151035	(.003635)
4/1/57-4/2/57	.213	.055	.0068[3]	.0618	.004	.1472	.151035	(.003835)
4/3/57-6/17/57	.213	.055	.0068[3]	.0618		.1512	.155035	(.003835)
6/18/57-6/21/57	.216	.055	.0068[3]	.0618	.003	.1512	.155035	(.003835)
6/22/57-6/23/57	.216	.055	.0068[3]	.0618	.003	.1512	.158035	(.006835)
6/24/57-6/30/57	.21[illegible]	.055	.0068[3]	.0618		.1542	.158035	(.003835)
7/1/57-11/20/57	.216	.055	.0075	.0625		.1535	.158035	(.006535)
11/21/57-12/2/57	.216	.055	.0075	.0625		.1535	.15787	(.00437)

1. In January, 1957 a payment was agreed upon and made by Standard to Signal Oil and Gas Company upon the basis of $.0066 per gallon of gasoline delivered by Standard to Signal Oil and Gas Company during the period 8/27/56 through 12/31/56.

2. The amount of the adjustment on a per gallon basis was .006624 which was rounded off to .0066.

3. The amount of the adjustment on a per gallon basis was .006784 which was rounded off to .0068.

4. Date of first delivery to Signal Oil and Gas Company at Willbridge.

Exhibit 1624
Case 369-57
Rptr
Date Clerk

Defendant's Exhibit No. 1624

MEMORANDUM

Los Angeles, California
October 17, 1957

SHELL OIL & GAS CO.
Special Allotment - Third Quarter

Mr. H. G. V[illegible]
San Francisco -

The attached statement shows the SOCO Co. "Special [illegible]" for the Third Quarter of 1957, calculated to 1.[illegible] - but [illegible]. Our sales to SOCO Co. were 23,127,[illegible] gal. This [illegible] by each of the two factors shows the following results:

23,127,709 gal. [illegible] 1.[illegible] = [illegible]
" [illegible] .75 = [illegible]

Difference [illegible] 59,[illegible].29 - [illegible]

The question, of [illegible], is: which factor should apply - the [illegible] or minimum? In [illegible], [illegible] these basic points might be [illegible]:

1. Over [illegible] years of the SOCO Co. contract, [illegible] total [illegible] been quite favorable to them, and they [illegible]

2. During the [illegible] or three years, our gasoline [illegible] have [illegible] competitive with the usually [illegible] competitors, Overall, [illegible].

3. The [illegible] price is doubtful, better than our 5.0[illegible] (and [illegible].75¢ special [illegible]). It is probably [illegible] and probably by as much as .5¢.

4. The [illegible] price is temporary; but, in [illegible] easily change from month to month. The [illegible] established would be hard to change [illegible] a new contract.

5. The [illegible] supply, at least at the moment, is temporary. [illegible] supply has been fine.

6. Over the years, the SOCO Co. crude oil has been valuable to us. As [illegible], I think few would contend that it is [illegible]. This past week in a press report, W. G. [illegible], [illegible] Oil Co., talked about the possibility of [illegible] cents a barrel.

7. The [illegible] contracts with [illegible] Co. expire next year - [illegible] a [illegible] of dropped-up negotiations.

In total, [illegible] basis on each side as to that [illegible], it seems to [illegible] we shall probably have to give an [illegible] allowance

Mr. H. C. Vincent -2- October 17, 1951

if we want to keep the present allowance and regain the lost.

At the moment, however, the points listed above seem over-shadowed by the simple fact that Gold Co. is choosing to purchase 5% to 6% of its gasoline from Union. Then if based on reasonable judgment we were inclined to pay Gold Co. an additional $50,000 (and in so doing establish a principle), would it be wise to agree to reality? Or would we find it increasingly difficult to live with a situation of having quickly capitulated at the moment that Signal got us a bit off balance?

Regardless of what we might do eventually, it would seem reasonable that we should not quite firmly state that the .15% maximum applies. We have the fine conduct ajor, we have, in reporting the final decision to Gold Co., might [illegible] that even had there been an inclination in San Francisco to grant another [illegible] of $50,000, the thought was pretty well dispelled by the disturbing knowledge that Gold Co. was now purchasing and continuing to purchase substantial gallonage from Union; that the idea of the Special Adjustment in the first place was an [illegible] and we voided out a contract; that the [illegible] agreed-to [illegible] in the interchange that will surely [illegible], there should be [illegible] definitely that can be expected from Gold Co. In the here further [illegible] that practice or information, decision could be made as to the further [illegible].

But again, after the preliminary jockeying, it looks like we may have to grant a greater allowance if we want the gallonage.

PERRY A. JENKINS

PAJ:cmc
encl.

cc: Mr. D. F. Coffey

Defendants Exhibit No. 1624
SIGNAL OIL & GAS COMPANY

Third Quarter 1957

Signal Oil Company Division

Dealer Sales		36,605,113 Gallons
Rent Paid	$451,412	
Rent Received	324,483	
Net Rent		$126,929
Price Allowance		594,074
Combined		$721,003
Per Gallon		1.9354¢
Base		.9992
Excess		1.0362¢
Deliveries to SOAG Co.		23,127,709 Gallons

Special Adjustment
Third Quarter 1957:

Based on Computed Factor of 1.0362¢	$232,711.01
Based on Maximum Adjustment Factor of .75¢	$173,457.82

P.A.J.
10/16/57

Def Exhibit 1694
Case 369-59
Rptr Rg
Date Clerk

Defendant's Exhibit No. 1694

Union Oil Company of California

IN REPLY GIVE

A. COCKSHELL

OCT 7 1957

Defh #1
11/7/63
K. Weiner N.P.

September 25, 1957

JRB-GO

Signal Oil and Gas Company
811 West 7th Street
Los Angeles, California

Gentlemen:

We herewith offer to supply 4,000,000 gallons of Motor and Premium Gasoline for delivery during a sixty (60) day period starting September 26, 1957 as follows:

Loading Point	Ex Tax Price ¢/Gallon Motor	Premium
Los Angeles (Reservoir Terminal) Delivery into Trucks and Trailers	.121	.143
San Francisco (Richmond Terminal) Delivery into Trucks and Trailers or Into Barges (Olson)	.124	.146

The above prices are not firm but are to increase or decrease by the same amount that Union's posting for 7600 Gasoline at Los Angeles shall increase or decrease over or under today's posting of ¢.124 per gallon.

Please indicate your acceptance of the foregoing on the attached copy of this letter and return the same to us for our record.

Very truly yours,

UNION OIL COMPANY OF CALIFORNIA

By A. Dyrny

JRBrown

ACCEPTED:
SIGNAL OIL AND GAS COMPANY

By A. P. Stephens

Date 9/26/57

Def't Exhibit 1695
Case 369-57
Rptr
Date Clerk

Defendant's Exhibit No. 1695

Def. Exh'd 11/6/63 K Weiner RP

494

File

Union Oil Company of California

AUTHORITY FOR PRICE

AFP No. 18534

NAME Signal Oil and Gas Company

Date 9/27/57

OCT 7 1957

ADDRESS 811 West 7th Street
Los Angeles 17, California

Jobber and Refiner Sales

MARKETING STATION — Rosecrans Terminal, Richmond Terminal
Co. Opt. ☒ Cons. ☐ Dist. ☐ Olean Refinery

H.O.S.S.

Commodity Motor Gasoline
Spot Premium (98) Gasoline
Monthly Volume 4,000,000 Gallons

SPECIAL ALLOWANCE
To establish net ex tax prices on Motor Gasoline and Premium (98) Gasoline, as indicated below:

Method of Delivery Into customer's trucks and trailers or barge as indicated.
Storage Bulk
Class of Trade Jobber

PERIOD 60 days starting Sept. 26, 1957

Reason for Request — Competitive Situation — Desirability of Account, etc.
To record sale of 4,000,000 gallons of Motor Gasoline and Premium (98) Gasoline to be lifted by customer in his own truck and trailer or barge during a 60-day period starting September 26, 1957 as follows:

Loading Point	Lifting Method	Ex Tax - Price ¢/Gal. Motor	Ex Tax - Price ¢/Gal. Premium (98)
Rosecrans Terminal	Truck/Trailer	.121	.143
Richmond Terminal	Truck/Trailer	.124	.146
Olean Refinery	Barge	.124	.146

The above prices are not firm but are to increase or decrease by the same amount [illegible] Gasoline at Los Angeles shall increase or decrease [illegible] allon.

ATTACHED AFP-18534 TO BE EFFECTIVE

UNTIL DECEMBER 1, 1957 — NOT TO BE

CANCELLED UNTIL 12-1-57

A. GOCKRELL

NOV 25 1957

Rosecrans Terminal			
	COMMODITY		
	Premium (98) Gasoline		
PROPOSED	POLICY		PROPOSED
.121			.143
.121			.143
( )			(
Consignee ..... f.... Equipment Absorption			
Terminal	.0032		.00[illegible]
Transportation Expense	.0008		.00[illegible]
Mkt. Cost & Terr. Exp. @ .73¢	.0009		.00[illegible]
NET BACK	.1161		.13[illegible]

MEMO
Consignee Supplemental Discount
GPG

APPROVED BY [illegible] DATE 10/31/57

INITIAL DATE DEPARTMENT

J.P.S. 30 SEP 1957 SEP 30 57

FORM 24 1-57 [illegible]
PRINTED IN U.S.A.

Union Oil Company of California

AUTHORITY FOR PRICE

AFP No. 18534

Date 9/27/57

Jobber and Refiner Sales

TERR., DIST., OR DIV. H.O.S.S.

OCT 7 1957

NAME Signal Oil and Gas Company

ADDRESS 811 West 7th Street
Los Angeles 17, California

MARKETING STATION — Rosecrans Terminal
Richmond Terminal
Co. Opn. [X] Cons. [ ] Dist. [ ] Oleum Refinery

SPECIAL ALLOWANCE
To establish net ex tax prices on Motor Gasoline and Premium (98) Gasoline, as indicated below:

PERIOD 60 days starting Sept. 26, 1957

Commodity Motor Gasoline
Spot Premium (98) Gasoline
~~Monthly~~ Volume 4,000,000 Gallons

Method of Delivery Into customer's trucks and trailers or barge as indicated.

Storage Bulk

Class of Trade Jobber

INITIAL

DATE

MARKETING DEPARTMENT

Reason for Request — Competitive Situation — Desirability of Account, etc.
To record sale of 4,000,000 gallons of Motor Gasoline and Premium (98) Gasoline to be lifted by customer in his own truck and trailer or barge during a 60-day period starting September 26, 1957 as follows:

Loading Point	Lifting Method	Ex Tax - Price $/Gal. Motor	Ex Tax - Price $/Gal. Premium (98)
Rosecrans Terminal	Truck/Trailer	.121	.143
Richmond Terminal	Truck/Trailer	.124	.146
Oleum Refinery	Barge	.124	.146

The above prices are not firm but are to increase or decrease by the same amount that Union's posting for 7600 Gasoline at Los Angeles shall increase or decrease over or under todays posting of $.184 per gallon.

CANCELLED
by app 19074
of 11/22/57 effective
as of dec. 1957.

Rosecrans Terminal

GROUP NO.	COMMODITY Motor Gasoline POLICY	PROPOSED	COMMODITY Premium (98) Gasoline POLICY	PROPOSED
Net				
~~Posted T.W. or List~~ Price		.121		.143
Policy Discount				
Special Discount				
NET BILLING PRICE		.121		.143
Consignee Absorption		( )		( )
Equipment Absorption				
Terminal		.0032		.0032
Transportation Expense		.0008		.0008
Mkt. Cost & Terr. Exp. @ .73%		.0009		.0010
NET BACK		.1161		.1380
MEMO				
Consignee Supplemental Discount				

cre

APPROVED BY [illegible] DATE 10/1/

A D Gray

A COCKRELL
OCT 7 1957

Letter - 9/25

offer supply
4,000,000 gals gasoline
60 days. starting
9/26.

Estimate - cost/cent
with Amoco, PTW
body -

SIGNAL OIL + GAS -
68 = .121 } LA
98 = .143 } BASIN

68 = .1275 } SF BAY
98 = .1455 } T&T
BARGE

4,000,000 GALLONS, MIN.
BOTH GRADES
BOTH AREAS
SIX WEEKS - 60 DAYS

Ret. J-L

A COCKRELL
OCT 7 1957

641

Defendant's Exhibit No. 1696

Deft Exhibit 1696
Case 369-59 Rptr
Date Clerk

Pltf. Exh. K
11/14/63
K Weiner. N.P.

A. COCKRELL

LOSA008-SFRN 2 SEPTEMBER 27 1957 SEP 27 AM 8:29 OCT 2 1957
A D GRAY
1114

RE SALE GAS TO SIGNAL OIL AND GAS. HAVE YOU THOUGHT OF SOUNDING SO&G OUT AS TO APPROACHING KING REGAL AND STAR AND BAR GROUP OPERATING S.F. SOUTH TO AND INCLUSIVE OF SAN JOSE, WE SELLING SO&G AND THEY RE-SELLING THE GROUP MENTIONED. OUR NEW RICHMOND TERMINAL WITH QUICK LOADING OF TRUCKS AND THE 97/98 OCTANE GAS BEING OFFERED TO SO&G, ELIMINATES TWO OF THE MAJOR ROAD BLOCKS THAT WOULD HAVE INTERFERED DOING BUSINESS WITH THE ABOVE GROUP.

F M JACOBS
EL-6.15AM

A. D. GRAY
SEP 27 1957

Refiner & jobber - sales

SEP 27 1957

Defendant's Exhibit No. 1697

Def Exhibit 1697
Case 369-59
Rptr
Date Clerk rej

Pl Exh. L
11/1/63
K Weaner, N.P.

UNION OIL COMPANY OF CALIFORNIA
MEMORANDUM

SUBJECT: October 3, 1957

MLF-1A50

L. Wenzel
OCT 16 1957

TO: A. D. Gray

FROM: M. L. Fiske

SUBJECT: SIGNAL OIL AND GAS COMPANY

Rosecrans turned down loading one of Acme Oil Company's 3,000 gallon capacity trucks due to this equipment being to small to fit the rubber cap to the loading arm sufficiently tight to comply with the Smog Regulation Board Vapor Recovery Program.

Tom Sheehan informs us we are subject to a large fine should the smog control man detect any vapor going into the atmosphere, since Union is already on one year probation due to one of their rigs found smoking on the highway.

This information was imparted to Mr. Shephard at Signal and he was very perturbed since he has contracted with Acme to lift this gasoline. He also stated Standard Oil always filled the small rigs for them. Acme's truck was sent out empty, and Mr. Shephard will let us know charges involved which he indicates probably will be passed on to us.

MLF:nja

A. D. GRAY
OCT 9 - 1957

J. J. LAMB
OCT 14 1957

Refiner & Jobber Sales

Defendant's Exhibit No. 1698

Dft Exhibit 1698
Case 369-57
Rptr
Date Clerk

Dft Exh. M
11/17/65
K

NO. ~~141~~ 378-631

SPECIAL PRODUCT CLEARANCE

CUSTOMER: SIGNAL OIL & GAS COMPANY AND OTHERS

DATE: 10-4-57

TO: MANUFACTURING DEPARTMENT, COMPTROLLER

A. SOCKRELL

FROM: SALES SERVICES BY J. P. SIMPSON

OCT 24 1957

PRODUCT: PREMIUM (98) GASOLINE - RED DYE

QUANTITY: 30,000 BBL/MO.

DATE REQUIRED: STARTING SEPT. 26, 1957

A. D. GRAY
OCT 15 1957

METHOD DELIVERY: INTO BARGE 30,000 BBLS./LIFTING

F.O.B. POINT: GLENN REFINERY

PROPOSED PRICE: $.1165/GAL.

SPECIFICATIONS:

REPLY: Glenn Refinery can supply as requested. Specifications will be Royal 76 (RO-11) except:

1. Color: Red
2. VI Midpoint of specification range ± 25 that is:

	October	Nov.Dec.
VI	355-745	375-725

3. Octane: ASTM definition applies, that is:

RMM	97.5 minimum
RMM	98.5 minimum

It is our understanding the Signal Oil and Gas demand is approximately one-half the above listed quantity.

WPH/ma

J. P. S.
14 OCT 1957

J. J. LANE
OCT 21 1957

G. M. GIBBONS
OCT 24 1957

cc A. R. Gundahl

MANUFACTURING DEPARTMENT
By Original signed by W. P. Hilling
DATE October 18, 1957

4-26/2000

Defendant's Exhibit No. 1699

Exhibit 1699
Case 369-59
Rptr
Date Clerk

Plf Exhibit No.
11/7/63
K Wemer NP

NO. ~~141~~ JPS-601

SPECIAL PRODUCT CLEARANCE

CUSTOMER SIGNAL OIL & GAS COMPANY AND OTHERS

DATE 10-4-57

TO: MANUFACTURING DEPARTMENT

CONFIRMED A. COCKRELL OCT 24 1957

FROM: SALES SERVICES

BY J. P. SIMONS

PRODUCT: PREMIUM (98) GASOLINE - RED DYE

QUANTITY: 30,000 BBL/MO.

DATE REQUIRED: STARTING SEPT. 26, 1957

A. D. GRAY OCT 15 1957

METHOD DELIVERY: INTO BARGE - 10,000 BBLS./LIFTING

F.O.B. POINT: GLENN REFINERY

PROPOSED PRICE: $.146/GAL.

SPECIFICATIONS:

REPLY: Glenn Refinery can supply as requested. Specifications will be Royal 78 (RO-11) except:

1. Color: Red
2. VI Midpoint of specification range ± 25 that is:

	October	Nov.Dec.
VI	625-725	675-775

3. Octane: ASTM definition applies, that is:

RMM 97.5 minimum
RMM 96.5 minimum

It is our understanding the Signal Oil and Gas demand is approximately one-half the above listed quantity.

WPS/ma

G. M. GIBBONS OCT 24 1957

J. J. LANE OCT 21 1957

J. P. S. 14 OCT 1957

cc A. R. Cendal

MANUFACTURING DEPARTMENT

By Original signed by J. P. SIMONS

DATE October 10, 1957

4-56/2000

Defendant's Exhibit No. 1700

Deft Exhibit 1700
Case 369-57
Rptr
Date Clerk rej

Pltf Exh. D
11/7/63
K Wesner NP

NO. JPS-631

SPECIAL PRODUCT CLEARANCE

CUSTOMER: SIGNAL OIL & GAS COMPANY AND OTHERS — DATE 10-4-57

TO: MANUFACTURING DEPARTMENT — CONFIRMING

FROM: SALES SERVICES — BY J. P. SIDFORD

PRODUCT: PREMIUM (98) GASOLINE - RED DYE

QUANTITY: 30,000 BBL/MO.

DATE REQUIRED: STARTING SEPT. 26, 1957

METHOD DELIVERY: INTO BARGE ; 10,000 BBLS./LIFTING

F.O.R. POINT: OLEUM REFINERY

PROPOSED PRICE: $.146/GAL.

SPECIFICATIONS:

REPLY: Oleum Refinery can supply as requested. Specifications will be [redacted] Royal 76 (RO-11) except:

1. Color: Red
2. WI: Midpoint of specification range ± 25 that is:

	October	Nov.Dec.
WI	695-745	675-725

3. Octane: ASTM definition applies, that is:

[redacted]

RON	97.5 minimum
MON	86.5 minimum

It is our understanding the Signal Oil and Gas demand is approximately one-half the above listed quantity.

WPB/mm

R. Cottrell
OCT 15 1957

J. P. S.
14 OCT 1957

copy sent to R D Gray 10/4/57 JPS

cc A. E. Cundahl

MANUFACTURING DEPARTMENT
By W. P. Barber
DATE October 10, 1957

4-56/2000

Defendant's Exhibit No. 1701

Exhibit 1701
Case 54-54
Rptr
Date Clerk

NO. JPS-681

SPECIAL PRODUCT CLEARANCE

not NP

OIL & GAS COMPANY
HRS

DATE 10-4-57

TO: MANUFACTURING DEPARTMENT CONFIRMING

FROM: SALES SERVICES BY J. P. SIDFORD

PRODUCT: PREMIUM (98) GASOLINE - RED DYE

QUANTITY: 30,000 BBL/MO.

DATE REQUIRED: STARTING SEPT. 26, 1957

METHOD DELIVERY: INTO BARGE 10,000 BBLS./LIFTING

F.O.B. POINT: OLEUM REFINERY

PROPOSED PRICE: $.146/GAL.

SPECIFICATIONS:

I. Council
OCT 15 1957

REPLY: Oleum Refinery can supply as requested. Specifications will be [redacted] Royal 76 (RO-11) except:

1. Color: Red
2. WI Midpoint of specification range ± 25 that is:

	October	Nov.Dec.
WI	695-745	675-725

3. Octane: ASTM definition applies, that is:

[redacted]

KRR	97.5 minimum
KRM	86.5 minimum

It is our understanding the Signal Oil and Gas demand is approximately one-half the above listed quantity.

WPB/ma

copy sent to A D Gray 10/14/57

J. P. S.
14 OCT 1957

cc A. H. Ousdahl

MANUFACTURING DEPARTMENT
By W. P. Barber
W. P. Barber

DATE October 10, 1957

4-56/2000

Defendant's Exhibit No. 1702

Deft Exhibit 1702
Case 369-59
Rptr
Date Clerk

Depo #3
11/7/63
KWerner NP

October 14, 1957

Mr. F. K. Cadwell

Subject: Signal Oil & Gas

F. COCKRELL
OCT 24 1957

On October 1, Signal Oil & Gas began lifting motor and premium gasoline from us at Richmond and Rosecrans Terminals, committing themselves to a minimum of four million gallons over a 60-day period at the following prices:

	Rosecrans Terminal	Richmond Terminal
Premium	$.143	$.146
Motor	.121	.124

For your information, we have developed that their discounts from competition for 400-gallon postings are $.045 and $.055 per gallon for motor and premium, respectively, which would appear to reflect the following net prices:

	Los Angeles	San Francisco
Premium	$.151	$.156
Motor	.129	.134

The above would indicate that our offer was $.008 and $.010 below Signal Oil's present supplier's prices at Los Angeles and San Francisco, respectively. However, we are positive that such is not the case and offer the following information to substantiate our statement, which, in effect, is that our price in Los Angeles on motor gasoline is actually higher than the net price currently paid to their present supplier, and our price in the Bay Area is possibly $.001 under competition. However, we are not quite sure of the latter.

We have been informed by a reliable source that the competitive prices as shown above are the contract prices today. However, in this contract, there is a further provision that at the end of each quarter an adjustment is made predicated on the concession made to retail accounts during the quarter in each area. For your confidential information, this rebate in the Los Angeles area during the third quarter of 1957 on motor gasoline was $.009 per gallon, which, if still applicable, would mean that Signal Oil & Gas net price today would be $.12 per gallon in Los Angeles. We are unable to confirm the discount allowed by their present supplier during the third quarter in the Bay Area; however, if it was the same, we then would be selling for $.001 under their present supplier's prices.

Under the circumstances, we feel quite confident that our offer was very realistic and Signal Oil & Gas are only purchasing locally from us because they are held to contractual supplies. May we also add that in our best judgment the prices offered by us are the competitive level under which an account this size could purchase elsewhere.

J. J. LAMB

A. D. GRAY, Manager
Refiner & Jobber Sales

OCT 21 1957

ADGsmc

Dept. Exhibit 1703
Case 369-59 Recd
Rptr
Date Clerk

Union Oil Company of California
Sales of Unbranded Gasoline To Signal Oil and Gas Company
January 1, 1956 through August 31, 1958

		F.O.B. Delivery Points											
		Los Angeles Terminal		Oleum Refinery		Richmond Terminal		Phoenix		Total			
		Gallons		Gallons		Gallons		Gallons		Gallons		$	
Year	Month	Motor (Regular)	Premium (Ethyl)	Motor (Regular)	Premium (Ethyl)	Motor (Regular)	Premium (Ethyl)	Motor (Regular)	Premium (Ethyl)	Motor (Regular)	Premium (Ethyl)	Motor (Regular)	Premium (Ethyl)
1956	May							78,581				$ 10,828.46	
	June							215,656				29,717.39	
	July							132,739				18,291.43	
	Aug.							100,632				13,867.09	
	Sept.							82,397				11,354.31	
	Oct.							79,860				11,004.70	
Total								689,865				$ 95,063.38	
1957	Sept.	2,525	7,576			68,034	49,965			70,559	57,541	$ 8,741.75	$ 8,378.26
	Oct.	40,194	379,438	560,850	148,359	551,723	440,408			1,152,767	968,405	142,822.32	140,248.81
	Nov.	30,357	480,719	449,699	224,942	616,565	517,522			1,096,621	1,223,183	135,889.95	177,142.36
	Dec.	5,360	414,620	581,418	355,406	681,745	627,545			1,268,523	1,397,571	157,280.77	202,801.50
Total		78,436	1,282,353	1,591,967	728,907	1,918,067	1,635,440			3,588,470	3,646,700	$ 444,734.99	$ 528,571.13
1958	Jan.	72,906	330,074	357,206	270,818	569,364	543,345			999,476	1,144,237	$ 123,705.20	$ 166,068.38
	Feb.	58,504	102,521			538,764	480,078			597,268	582,599	73,829.70	84,284.74
	Mar.	27,118	57,445	409,086	173,600	1,662,432	1,482,555			2,098,633	1,713,600	260,155.48	247,718.33
	Apr.					1,303,987	1,291,211			1,303,987	1,291,211	186,494.39	187,404.98
	May					2,042,954	2,044,888			2,042,954	2,044,888	253,326.31	297,214.96
	June					2,318,883	2,100,020			2,318,883	2,100,020	287,541.49	305,341.85
	July					2,152,280	1,830,004			2,152,280	1,830,004	266,882.76	265,610.36
	Aug.					2,347,183	1,972,369			2,347,183	1,972,369	291,050.73	286,409.86
Total		158,525	490,040	766,292	444,418	13,135,847	11,744,470			14,060,664	12,678,928	$1,742,986.06	$1,840,053.68

Defendant's Exhibit No. 1703

849

Defendant's Exhibit No. 1704

Exhibit 1704
Case 369-59
Rptr
Date Clerk

Los Angeles, California
March 18, 1955

SIGNAL OIL AND GAS COMPANY

MR. H. G. VESPER
San Francisco -

During the past few days, I have spent several hours with Bud March, during which time Sam Mosher was present for a few minutes.

Mr. Mosher's only comment apropos of the contract situation was to express again his view that "tank truck price means absolutely nothing to anyone but Standard".

The following summarizes the statements of Mr. March to me:

He is very "disappointed and hurt" that Standard did not grant his request for a temporary increase in margin of .5¢. He says it is a one-way street with SOAG Co. doing all the favors.

He is convinced that Western Hywy can get margins of 4.50-5.50¢ on a five-year firm deal for their gasoline requirements. (I suggested he check to see if the discounts are off the same posted price as ours or off higher posting such as Union.) At another point in the conversation he dropped that Hancock and Norwalk were the companies offering the above discounts.

He also said he was sure that SOAG could get up to 12,000,000 gallons, possibly 18,000,000 gallons per month for five years firm from a major competitor at margins of 5.00¢ and 6.00¢ off. This would mean that SOAG Co. would no longer buy gasoline from Standard. He states that they are seriously considering this.

At one point, Hancock was mentioned. He claims he could get a deal with them, and he thought that a $2,000,000 expenditure would increase Hancock's capacity sufficiently. He knew that Standard had turned down Hancock's recent proposal on products and were currently discussing a crude oil deal.

Mr. March says that Messrs. McClanahan and Mosher are planning a trip in April. He wonders what it is all about. Mr. Mosher inferred that they plan to discuss the contract.

D. F. GODWEY

DFG:ds

Def Exhibit 1705
Case 369-59
Rptr
Date Clerk

Defendant's Exhibit No. 1705

1705

SIGNAL OIL AND GAS COMPANY

GENERAL OFFICES: 811 WEST SEVENTH STREET

LOS ANGELES 17, CALIFORNIA

A. W. MARCH
VICE PRESIDENT

March 28, 1956

Mr. Darwin Godfroy, President
Signal Oil Company
811 West Seventh Street
Los Angeles, California

Dear Mr. Godfroy:

We have knowledge of the following offers to supply gasoline which have been made recently either by major oil companies or by companies which obtain their supplies from major oil companies.

Company Offering Price	Name of Supplier	Date of Offer	Discount Under Standard Oil Co. Posted T.T. Regular	Premium	F.O.B.
Westway	Union	3/21/56	5.2¢	5.8¢	Eugene, Oregon
Westway	Union	3/21/56	4.1¢	4.5¢	Eugene, Oregon & Medford, Oregon
Rocket	Richfield	3/21/56	3.9¢	4.4¢	Medford, Oregon
Sunset	Union	3/23/56	4.2¢	5.2¢	Oleum, Calif.
Wilshire	Associated	3/5/56	3.95¢	5.45¢	Avon, Calif.
Union	Union	3/22/56	4.40¢		Oleum, Calif.

It is our understanding that Westway is now selling to the account at the price shown in the first offer listed above and that the second and third offers were quoted on the basis of being guaranteed for a period of one year.

We believe the foregoing demonstrates that the price which we are now paying Standard Oil Company of California for gasoline is too high and we request an adjustment in that price to meet competitive conditions.

Very truly yours,

SIGNAL OIL AND GAS COMPANY

By A. W. March
Vice President

RECEIVED
MAR 29 1956

Defendant's Exhibit No. 1706

Def Exhibit 1706
Case 369-59
Rptr
Date Clerk

1706

MEMORANDUM

Los Angeles, California
September 26, 1957

SIGNAL OIL & GAS CO.

D.F.O.:

At lunch today Carl Zamloch was saying that a major oil company has offered to sell SO&G Co. gasoline at a discount greater than our discount plus "subsidy". Also, he said this company would take all of SO&G Co.'s California production of crude oil, and would take "some" Middle East crude, too.

Carl was talking pretty free and easy; and I am not at all convinced that the report is totally accurate. Yet I feel there is at least some conversational basis for it. When I commented that a spot price and arrangement is one thing and a long term contract something else, Carl made a general remark like, "Oh, it wouldn't be just for today; the price would continue."

F.A.J.

Defendant's Exhibit No. 1707

Def't Exhibit 1707
Case 369-59 Rptr
Date Clerk Recd

1707

Los Angeles, California
October 2, 1957

MOTOR GASOLINE DELIVERIES TO
WESTERN HYWAY OIL COMPANY
(SOAG CO.) BY UNION AT RICHMOND

MR. E. G. VESPER
San Francisco -

For your information.

This afternoon I received an envelope postmarked Richmond, October 1, addressed to Signal Oil Company and bearing the return address - Union Oil Company of California, 1300 Central Drive, Richmond, California.

The envelope contained five loading tickets covering loads at Richmond to Western Hywy Oil Company of Regular and Ethyl Gasoline ranging from 8,350 to 8,840 gallons per load.

When one considers the special allowance we make to SOAG Co., this seems to support that Union prices are at least 5.25¢ - 6.25¢ off posted tank truck, and I have good reason to believe the Union prices are on the order of 5.50¢ - 6.50¢ off.

D. F. COURNEY

DFC:sg

Defendant's Exhibit No. 1708

Exhibit 1708
Case 369-59
Rptr
Date Clerk

MEMORANDUM

Los Angeles, California
December 30, 1957

SIGNAL OIL & GAS CO.
Purchases from Union vs. Standard

MR. L. G. VESPER
San Francisco -

Late Friday, Allen Shepard was asking whether Standard Oil had expressed itself further on future relations with SOAG Co. When I said I had heard nothing more than Mr. Godfrey had reported, he stated that SOAG Co. was continuing to 'protect' itself by buying from Union Oil. He offered the opinion that after 1958, Standard may not want to sell SOAG Co. more than one-half of its requirements. When queried, he said that his company would buy around 3,000,000 gallons a month from Union. He said that Union Oil was pressing for a long-term deal, but that SOAG Co. was planning to continue on a month-to-month arrangement until it was known what the future Standard Oil relationship would be.

Mr. Shepard was semi-apologetic about continuing the Union purchases, saying that if Mr. McClanahan had said or would say to Mr. Mosher, "Don't get concerned about the future; we'll work out something reasonable", Mr. Mosher, he felt sure, would want to purchase substantially all gasoline requirements from Standard. Shepard defended the original purchase from Union Oil with the statement that Standard had given no encouragement of an adjustment beyond .75¢.

Allen Shepard also raised the question: Do you think the Federal request for limits on crude oil imports into District 5 will influence Standard in wanting to take our crude oil?

In summary, it was evident that Shepard was speaking both for himself and his superiors in indicating he wanted to perpetuate the Standard Oil relationship on both crude oil and gasoline.

PERRY A. JOHNSON

cc: Mr. R. F. Godfrey

Defendant's Exhibit No. 1709

Deft. Exhibit 1709
Case 369-59 Rptr Reed
Date Clerk

1709

MEMORANDUM

Los Angeles, California
November 7, 1957

SIGNAL OIL & GAS CO.

MR. H. G. VESPER
San Francisco -

This morning I joined Messrs. March and Godfrey at breakfast. Following are a few of the comments and statements made by Mr. March:

1. SOGO Co. is buying gasoline from Union at ½¢ to ¾¢ better than SOGO Co. can buy from Standard. And, of course, March added, "if we made a long term arrangement with Union it would be better yet."
(All this would seem to contradict a statement Bud March made a week or 10 days ago - that he was buying at .98¢ better than the SOCo. price, including .75¢ maximum "Special Adjustment".)
So - if the latest statements are correct the Union price is somewhere between 5.50¢ and 5.75¢ off our tank truck on Regular; and somewhere between 6.50¢ and 6.75¢ off our tank truck on Premium.

2. There are three companies, he said, that are willing to make a long-term better deal than Standard's present price. He elaborated: The offered contracts would be for 5 years, with margins off tank truck.
The companies he refers to, we believe, are Union and Norwalk - with the third possibly Hancock.

3. He is quite opposed to making a long-term contract with any of the three companies; and in so opposing the arrangements, he feels that he is probably losing money for SOGO Co.

4. Western Hyway Oil Co. is now buying diesel fuel from Hancock in the San Francisco area at 9.15¢ - down from 9.5¢.

5. SOGO Co. lost the Century Oil account to Union, as we know; and now, he says, Union has lost Century to Hancock at "God knows what price."

6. Lately Sam Mosher has stated flatly that Wilshire is "making millions on its refinery" - and has, in effect, been condemning March for voting against the refinery purchase. March says he is unable to convince Sam that Wilshire not only is not making money, but is actually losing money. Based on what he knows, for one thing, about the old Sunset leases and the volume those stations are doing, Wilshire, he says, can only be losing money in this poor market.

7. He reiterated that he is deeply concerned about the price of crude oil. That continues to be his largest concern and consideration.

PERRY A. JOHNSON

cc: Mr. D. F. Godfrey

Defendant's Exhibit No. 1710

Exhibit 1710
Case 369-59
Rptr
Date Clerk

BH for the file
WJF
11-5-59

October 24, 1957

Mr. S. B. Mosher
Signal Oil & Gas Company
811 West Seventh Street
Los Angeles, California

Dear Sam:

Recently information has come to me that the Signal Oil & Gas Company has purchased a substantial quantity of gasoline from the Union Oil Company.

This is an unusual development when considering our longstanding relations. Over the years we have repeatedly supplied you with products far beyond our contract obligation. We have protected you in times of short supply and distressed circumstances to our disadvantage when it is considered such quantity could have been placed in other channels at materially greater financial benefit to us.

Under these circumstances, we feel that your arrangement with Union is inconsistent with not only the spirit of our contractural arrangement but also with our past performance in terms of quantities and price adjustments.

Kindest regards.

Sincerely,
Original signed by
R. J. McCLANAHAN

cc: Mr. T. S. Petersen
Mr. H. G. Vasper
Mr. D. F. Godfrey

Gaso. gallons
9 mos 73,516,000 – 13 mos 73,873,000
Cut off 5,000,000
New – 3,000,000
Also – 85,516,000 vs 101,000,000 for year

RECEIVED
OCT 25 1957

Defendant's Exhibit No. 1711

Exhibit 1711
Case 364-54
Rptr Reed
Date Clerk

MEMORANDUM

Los Angeles, California
October 3, 1957

SIGNAL OIL & GAS CO.
Competitive Activities - UNION OIL CO.

MR. H. O. VESPER
San Francisco -

Allen Shepard was saying today that a great deal of the Western Hyway gallonage out of Richmond during the month of October will be purchased direct from Union Oil Company. Originally, SO&G Co. expected the Western Hyway liftings during the month to total 3,500,000 gallons from Standard. According to Shepard, most of this total will now come from Union, and very little from Standard. He expected that nearly all of the Robertson and Regal Oil Co. gallonage (totalling approx. 2,300,000) would continue to be lifted from our Richmond Refinery.

Shepard said that Union came to SO&G Co. - and on the first offer gave a better price than Standard is giving SO&G Co. including its "top subsidy". Shepard says that he had the feeling that if his people had done some bargaining the Union price might have been even better.

In addition to those purchases by SO&G Co. from Union for resale to Western Hyway, Western Hyway purchases direct from Hancock out of Union's Oleum refinery on an exchange. Shepard resents this deal, which in times past Shepard and Zanloch have indicated is around ½¢ better than our price before "special adjustment". On this gallonage, SO&G Co. receives no "wholesale profit", but profits only through its 60% ownership of Western Hyway. This gallonage, Shepard estimates, will run around 1,000,000 a month, average.

Thus, it is apparent that Union Oil will be supplying an increasing volume of SO&G Co. gasoline. Shepard volunteered that he could readily serve the AGE stores (in Oakland and now Vallejo) with Union Gasoline if he saw any compelling reason for it.

Shepard says that Bud March is deeply concerned about the whole SO&G Co. marketing organization and price structure because of the multitude of problems being created especially by the shrinking margins at the Regal Stations.

PERRY A. JOHNSON

cc: Mr. D. F. Godfrey
Mr. G. E. Bargens

Defendant's Exhibit No. 1713

Exhibit 1713
Case 369-59
Rptr
Date Clerk

P. Gr. Exh. R

11/7/63 R Werner NP

Union Oil Company of California

IN REPLY GIVE NO.
FMJ:743

San Francisco 20, Calif. - October 24, 1957

Mr. A. D. Gray

At Los Angeles

Answering Letter {Date- File- Subject

SIGNAL OIL & GAS

A. COCKRELL
NOV 13 1957

In the event our surplus gas picture continues as does our current relationship with the above, we see tremendous possibilities should you desire to further expand gasoline sales in this area.

You are currently in a position to supply 97/98 Octane Gas such as is being done at the Richmond Terminal. You also are now in a position, apparently, to authorize redyeing our Royal 76 for a Premium Gas, [illegible], as illustrated by what you have accomplished at Eureka. -

If you were authorized to perform similarly at San Francisco, to that which you are doing at Eureka, then there is no major impediment to our approaching the King Regal business which, as you know, has six units or so, San Mateo North to San Francisco, and we would venture to say a potential of somewhere in excess of 500,000 gallons upward per month.

Of interest as to use of San Francisco Terminal (Potrero), last week, the San Francisco Sales personnel moved out of there to the San Francisco Division office so that now this is purely and simply a Terminal.

South of San Francisco on down to and inclusive of San Jose are a number of other units, Star and Bar, owned by the individual members of Regal operating under a cooperative symbol and cooperative give-away. Here is another substantial volume using 97/98 as premium, and utilization of our Redwood City Marine Terminal would be a beautiful entree to this business. All this via Signal Oil and Gas.

The Star and Bar group, the King Regal group and the Regal group in Stockton and Sacramento, under Western Hiway and the Regal group in East Bay, Gilroy, Salinas, Monterey, etc., all trust Signal Oil and Gas. We know we have talked on this to you before and should you ever want a complete detailed picture of all of their operations, we can get this for you.

Signal Oil and Gas also offers you an entree to all Western Highway stove oil and Diesel business, should Hancock decide to leave us and go with Tidewater.

As we see it, expanding relations with Signal Oil and Gas give us a beautiful entree to this market, the only deterring factor being Standard of California.

Another thing in the Signal Oil and Gas/Standard background is crude oil picture, which runs from 50,000 to 65,000 barrels per day, Standard purchasing of Signal Oil and Gas. Standard with all their Mid-East crude may now consider a contract burden rather than an asset.

A. D. GRAY
OCT 28 1957
Refiner & Jobber Sales

OCT 25 1957

A. D. Gray, Los Angeles October 24, 1957

We heard through a confidential source that this contract is up for renewal next year. If you will recall, Wally Nickels told us some years ago each could back out 1/8th every six months.

A. COCKRELL

NOV 13 1957

F. M. Jacobs

F. M. JACOBS

FMJ:gg

Defendant's Exhibit No. 1714

Exhibit 1714
Case 369-57
Rptr
Date Clerk

Deft #2
11/7/63
K. Werner N.P.

K. COCKRELL
NOV 19 1957

November 14, 1957

Mr. A. D. Gray
Union Oil Company of California
617 West Seventh Street
Los Angeles 17, California

Dear Mr. Gray:

-185-640

Reference is made to your letter of September 25, 1957 offering to sell us gasoline for a sixty (60) day period ending November 30, 1957. We accepted the offer and are now taking deliveries as provided.

We herewith offer to purchase 2,000,000 gallons during the month of December 1957 under the same terms as provided in the above mentioned letter of agreement.

Please indicate your acceptance of this request on the attached copy of this letter and return to us for our records.

Very truly yours,

G. W. March

Accepted:

Union Oil Company of California

By A D Gray

Date November 18, 1957